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*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE JUDGES of the Chancery Division are so rapidly overtaking their lists that there is every likelihood of serious discomfort among those solicitors who, with a touching faith in the unchanging dilatoriness of the law, have set down their actions for trial at the usual stage of incomplete preparation. These actions are now coming on, and applications are daily made for postponement. It is obviously unfair that an action some way down in the list should be accelerated to trial by the removal without just cause of a number of its predecessors. BUCKLEY, J., therefore, recently formulated his views on the matter at some length, and warned litigants that he would not allow a case to stand over without some good reason shewn. Mere surprise and want of preparation are not sufficient cause; solicitors should watch the lists, and prepare accordingly. We believe that a like course is being adopted by the other judges as a uniform practice, and a satisfactory reason must be shewn even when both sides consent to postponement. A certain amount of hardship must inevitably be caused by the discontinuance of actions, whether by settlement or otherwise, and it is unreasonable that this should be needlessly increased by capricious postponements, which would merely shift the inconvenience on to the parties in actions further down the list, in whom a lack of preparation is more excusable. The application of the rule certainly adds to the convenience of suitors in general, though there may no doubt be individual exceptions.

THE NECESSITY of clear and useful expert evidence, for which a litigant has often to pay a heavy price, is very obvious; and it follows that the court is right in insisting upon the maintenance of a high standard by skilled and costly witnesses. In this respect we recently (*ante*, p. 440) referred to the strictures passed by FARWELL, J., upon the evidence of surveyors called to support their affidavit evidence in a light-and-air action. The same learned judge, in a recent patent action, has expressed himself in the same sense in words which should be noted by those engaged in the preparation and conduct of litigation. His lordship said: "One, of course, discounts

to some extent on both sides the evidence of experts who are called here to give the court assistance, but one does expect the experts to give one some assistance and not to be advocates arguing the case, irrespective or forgetful of the fact that they are on oath and ought not to assert anything which seems to them to serve the side on which they are called, whether it may or may not be in accordance with the facts."

WITH ALL the favour which courts of equity shew to trust estates, it seems impossible to keep such an estate alive when the person in whom the absolute equitable interest is vested is also entitled to exactly the same interest at law. In other words, a man who is absolute owner is not allowed to be a trustee for himself, and accordingly "by whatever means, whether by conveyance or otherwise, a person obtains the absolute ownership at law of the estate, though he acquired that by an equitable title, and both either come together or are afterwards united in him, the legal will prevail, the equitable is totally gone for the purpose of being acted on by any person in this court": *Selby* v. *Alston* (3 Ves., p. 342). The principle has recently been applied by FARWELL, J., in *Re Selous* (49 W. R. 440) under somewhat curious circumstances to the case of two owners. A testator who died in 1890 bequeathed leasehold property to a trustee, in trust for his two daughters in equal shares as tenants in common. By a deed made in 1895 between the trustee and the daughters, the trustee, at the request and by the direction of the daughters, assigned the property to the daughters as joint tenants, the daughters giving him a joint covenant of indemnity against liability under the lease. The death of one of the daughters in 1900 raised the question whether this conveyance had put an end to the equitable tenancy in common and had substituted a joint tenancy at law free from any equitable interest, so that the surviving daughter was entitled to the whole. This was the view that was taken by the learned judge. The rule that one person cannot be trustee for himself applies, he held, equally to the case of two absolute owners, and the daughters, by taking the conveyance, had lost their previous interests. The difference between a tenancy in common and a joint tenancy was not sufficient to avoid this result. It would seem to be clear also, on the form of the conveyance, that the daughters had no idea of keeping alive their former estates.

FOUR CASES relating to the sale of beer containing arsenic were heard on the 13th inst. by a Divisional Court of three judges. In each case proceedings had been taken before magistrates under section 6 of the Sale of Food and Drugs Act, 1875, which prohibits the sale to the prejudice of the purchaser of "any article of food or any drug which is not of the nature, substance, and quality of the article demanded by such purchaser." In all the cases the arsenic had been introduced in the process of brewing, and the sellers against whom the proceedings were taken did not know of its existence in the beer. In *Goulder* v. *Rook* and *Ormerod* v. *Bent* the justices had found that, by reason of the presence of the arsenic, the beer was not of the nature, substance, and quality demanded, but in the former case there was a conviction while in the latter the summons was dismissed. The court held that the proceedings were rightly taken under section 6 and that a conviction was a necessary consequence of the findings of the justices. In *Lee* v. *Bent* and *Palmer* v. *Noblett* the questions raised related to the terms of the analyst's certificates under section 18 of the same Act of 1875. The certificates merely stated that the samples of beer contained arsenic or "a serious quantity" of arsenic. The court held that the certificates ought to contain sufficient to enable the justices to decide the question of fact without further evidence, and that certificates in the forms adopted in these cases were insufficient. The form of certificate given in the schedule to the Act provides for the expression of the analyst's opinion that "the said sample contained the parts as under, or the percentages of foreign ingredients as under"; and it has already been held in *Newby* v. *Sims* (1894, 1 Q. B. 478) and *Fortune* v. *Hanson* (1896, 1 Q. B. 202) that certificates which did not state the constituent parts of the samples are bad. The decisions in *Lee* v. *Bent* and *Palmer* v. *Noblett* do not go beyond these authorities.

AS ALREADY stated, the proceedings in the above-mentioned were taken under the above-mentioned section 6 of the Food and Drugs Act, 1875, and it was admitted that the publicans did not know, and could not be expected to know, that there was any poisonous matter in the beer. It is, however, well established that guilty knowledge need not be proved in order to obtain a conviction under section 6, and accordingly convictions were obtained in some of the cases. In other cases the magistrates refused to convict, holding that the existing state of things was provided for under section 3 of the above-mentioned Act, which forbids any person "to mix, colour, stain, or powder any article of food with any ingredient or material so as to render the article injurious to health," or to sell any article so mixed, coloured, stained, or powdered; and that absence of guilty knowledge is, by section 5, a good defence to a charge under section 3. Now it will probably not be denied that section 6 was intended to apply primarily to ordinary cases of commercial adulteration, such as adding water to milk, or foreign fat to butter. And for the protection of the public against this sort of fraud, it was thought well to make the seller in every case answerable for the purity of his wares. The section was never intended to apply to the much more serious offence of mixing poisonous ingredients with food; the latter offence was dealt with separately, and not being a case of what may be called ordinary commercial adulteration, the Legislature did not see fit to make another exception to the law of *mens rea*. An Act of Parliament, however, very often is found to include much more than its framers expected, and here we have a case in point, for the court has decided that the selling of beer mixed with arsenic is an offence under section 6, and it has, therefore, confirmed the convictions and disapproved of the acquittal by the magistrates. The court is, no doubt, right, for it is hard to argue against the view that beer mixed with arsenic is not of the quality demanded. The result, all the same, is somewhat unfortunate, for there is considerable danger in adding to those cases in which a person may be criminally punished in the absence of any sort of guilty intent. Such a person is regarded as a martyr and his punishment can serve no useful purpose whatever. In the case of ordinary adulteration, the seller, by taking proper precautions, can generally secure the purity of what he sells, and the ease with which responsibility can be put off on to other shoulders makes it necessary to make the seller answerable, as there is no other way to secure that he shall take the proper precautions. In the case, however, of poison in one of the commonest articles of food, where there is no reason to suspect its presence, all ordinary precautions are useless. The publican is rightly answerable if his beer is watered. It is within his power to find that out, and it is a common fraud which should be guarded against. But he cannot be expected to guard against poison in his beer, the presence of which he has no reason to suspect nor any means of discovering. It is highly proper that every effort should be made to bring the responsibility for the recent wholesale poisoning of beer home to the right door, but we cannot see any use in proceeding against persons who are admitted by their prosecutors to be absolutely blameless in the matter.

TWO ESTEEMED and learned correspondents appear to have been a good deal exercised by the statement, in the article on Retainer in Administration in our last issue, that an executor's right of retainer is extinguished if an order is made for administration of the estate in bankruptcy. The statement requires a little explanation. We did not intend to lay it down that an order for administration of the estate in bankruptcy destroyed the right *ab initio*, but that it prevented its subsequent exercise as to assets not previously got in by the executor or administrator. As to assets previously got in, the executor or administrator had the right to apply them instantly towards satisfaction of his own debt, at least if he had not received notice of an application for an order for administration in bankruptcy. Thus in *Re*

Rhoades (47 W. R. 562; 1899, 2 Q. B. App. 352) an executrix, who was a creditor, had received assets, and an order for administration in bankruptcy was subsequently made, and Lord Justice LINDLEY said in his judgment: "It is not denied that she had a right to retain and might have exercised it before the order was made, or, to be more accurate, before she knew that an application for such an order had been made. *Ex parte Gilbert* settled this." He proceeded to hold that, as the executrix's right of retainer had once accrued, it was not destroyed by her handing over the money which she had received to the official receiver in ignorance of her right of retainer. Such delivery was regarded as merely an administrative act and not as a release of her right. The case of *Ex parte Gilbert*, to which Lord Justice LINDLEY referred, is reported 46 W. R. 351, and 1898, 1 Q. B. 282. In that case an executrix had given notice to another creditor of the deceased that she claimed to retain the whole estate in satisfaction of a debt due to her. The other creditor then presented a petition under section 125 of the Bankruptcy Act, 1883, and procured an order for administration of the estate in bankruptcy and also the appointment of a trustee. The estate consisted of a leasehold place of business, some stock-in-trade, and book debts. The executrix yielded possession of the premises and stock-in-trade to the trustee under protest, and moved for an order that he should be directed to restore possession of them to her. The trustee resisted this motion on the ground that an executrix could not retain unconverted assets in satisfaction of a money claim, and the decision was against this view; but on the question of the outstanding book debts, counsel for the executrix waived all claim, when called upon to reply, evidently feeling that it was settled law that outstanding assets vested in the trustee free from any right on the part of the personal representative. Furthermore, WRIGHT, J., in giving judgment, said: "I should have felt some difficulty as to the outstanding book debts in the face of the judgment of COTTON, L.J., in the case of *Re Compton* (30 Ch. D. 15), but I am relieved from that, because the executrix does not press her claim to them." The case of *Re Compton* laid down the principle that an executor's right of retainer only extends to funds actually or constructively in his possession, and this decision is further strengthened by the recent case of *Putman* v. *Meadows* (1901, 1 Ch. 233). Then, inasmuch as an order for administration of an estate in bankruptcy transfers the right of getting in outstanding assets from the executor to the official receiver or trustee of the estate, it follows that the right of retainer is extinguished as to all such assets.

THE CASE of *Dauncey* v. *Holloway*, decided by the Court of Appeal on the 10th of May (*Times*, May 11), deserves to be noted. The action was for slander, the plaintiff being a practising solicitor. The words complained of were: "They tell me he (the plaintiff) has gone for thousands, not hundreds, this time," and "I am told Mr. D. (the plaintiff) has lost thousands." The words were wholly untrue, and were not justified in any way, but no special damage to the plaintiff was proved. At the trial it appeared that the practice of the plaintiff consisted principally of conveyancing and the arranging of sales and mortgages of property, and that from time to time large sums of money came into his hands in relation to such matters. It was contended on his behalf that there was evidence that the words were spoken of him in his character of a solicitor and that the case ought to be left to the jury. WRIGHT, J., however, held that, in the absence of special damage, the words were not actionable, and directed judgment for the defendant. An appeal was brought, and the argument of the defendant before the Court of Appeal was that, upon a fair construction of the words, they could not be taken to convey any imputation on the plaintiff in his character as a solicitor, for they did not suggest that he was not able to carry on his business properly. The Court of Appeal adopted this view and dismissed the appeal. Taking the law to be as laid down by the Court of Appeal, it is rather curious to contrast it with that affecting words spoken respecting the financial position of a trader or merchant. It can scarcely be disputed that a merchant may lose large sums of money by unavoidable misfortune and that a statement that he had incurred such losses, like that respecting ANTONIO in "The Merchant of Venice," would not necessarily convey any imputation upon him or suggest that he was unfit to carry on his business. But the law is that such a statement, if untrue, will expose the person who makes it to the risk of an action without any proof of special damage. Many years since, a carpenter was allowed to bring an action against a man who had said that he was "broken," though it was urged that a carpenter, even after he was broken, might be as good a carpenter as ever he was. The courts have said that in the case of a trader words suggesting an inability to pay debts are calculated to prevent him from having that credit which is at least useful, if not necessary, in his business. There is some difficulty in seeing why such words will not prejudicially affect a solicitor entrusted with the management of valuable property. There is a disposition at the present day to discourage actions of slander without proof of special damage, but it must be remembered that they are often brought merely to obtain the withdrawal of statements which may ultimately, if not checked, do serious mischief. The Legislature has found it necessary within the last few years to interfere for the purpose of extending the law of defamation, and we think that the liability for statements imputing insolvency might well be increased.

WHEN THE courts depart from the ordinary practice of judging of the intention of the parties to a contract by the words they have used, and look beyond the words to discover that intention in the circumstances of the transaction, they embark upon a course of doubtful utility and open the way for litigation. Such has been the case with the well-known line of decisions as to the effect of describing a fixed sum made payable upon a breach of contract as either a penalty or liquidated damages. These expressions do no more than give a *primâ facie* indication of the meaning of the parties, and before it can be said with any confidence that a sum is a penalty—so as in effect to give a right only to unliquidated damages — or liquidated damages — so as to give a right to recover the specified amount—a careful inquiry must be made as to the relation between this sum and the nature of the breaches in respect of which it is payable. It is probable that the whole doctrine in question arose from the absurdity of allowing payment of a fixed sum as liquidated damages to be enforced on breach of an agreement to pay a fixed smaller sum, and in such cases the larger sum is treated as a penalty, notwithstanding that the language used indicates the contrary: *Astley* v. *Weldon*, (2 B. & P. 346). On the other hand, a fixed sum made payable on the breach of a single stipulation, not itself involving payment of a sum of smaller amount, will be treated as liquidated damages. Of this nature were the sums fixed in *Re An Arbitration between White and Arthur* (*Times*, 3rd inst.), decided by a Divisional Court (KENNEDY and PHILLIMORE, JJ.) recently. A contract had been made for the installation of electric lighting in a theatre which was in course of erection. Upon noncompletion of part of the work by a certain date a "penalty" of £15 a day was to be payable, and upon noncompletion of the remainder by another date a "penalty" of £3 a day, so long as the respective portions of the work remained unfinished. These sums were made payable each in respect of a breach of a single stipulation not involving payment of money, and hence, according to the test stated above, they were liquidated damages, notwithstanding that they were described as penalties. In *Law* v. *Local Board of Redditch* (1892, 1 Q. B. 127) the circumstances were similar, save that the sum was there described as "liquidated damages," and it was held to be such. The decision in the present case was to the same effect. A different case arises where the sum is made payable upon breach of any one of a number of stipulations. Usually it will be treated as a liquidated sum, but if the breach of one or more of the stipulations involves payment of a smaller fixed sum of money or is trivial in its nature, then the opposite construction prevails, and the sum payable, being a penalty, is reduced to the amount of the loss actually sustained: *Wallis* v. *Smith* (31 W. R. 214, 21 Ch. D. 243), *Elphinstone* v. *Monkland Iron Co.* (35 W. R. 17, 11 App. Cas. 332).

IN ALL factories and places of business where large numbers

of hands are employed, it is manifestly most important that the employers should have some easily applied means of keeping order. It seems manifest that disorder must be a hindrance to the due progress of any business. The readiest way of gaining this end seems to be the infliction of small fines for acts of disorder. By the Truck Act, 1896, however, no fine can be inflicted, unless the act or omission in respect of which the fine is imposed is "specified" in a notice posted in a conspicuous place on the premises or in a written contract signed by the workman, and is "likely to cause damage or loss to the employer or interruption or hindrance to his business." In the recent case of *Squire* v. *Bayer* this notice in the respondents' factory provided that a fine should be payable by anyone failing to "observe good order and decorum." Under this rule small fines were deducted from the wages of certain girls who, by dancing, singing, and music on the premises, had made a great noise and raised much dust. The appellant, a factory inspector, had thereupon taken proceedings against the respondents under section 4 of the Act for making an illegal deduction, on the ground that the rule did not sufficiently specify the acts for which the fines were inflicted. The magistrates found as a fact that there had been disorder, and that the disorder was such as to cause damage and loss to the employer. They also decided that the act was sufficiently specified, and they accordingly dismissed the summons. Against this decision the inspector appealed to the High Court without success, and the decision is of considerable importance to large employers of labour. The Lord Chief Justice said it was going much too far to say that "good order and decorum" is too general. In fact if rules are to be made for keeping order in a factory it is quite impossible to specify accurately every possible act of disorder. If any attempt were made to do so, a crowd of young factory girls or boys might safely be trusted to discover some act of disorder which had no place in the list, and the attempt would prove vain. It must be remembered that acts only make those committing them liable to a fine when the acts are likely to cause damage, loss, or hindrance. It is, then, clearly a question of fact for magistrates to decide whether an act complained of was disorder, and whether it was such an act as to cause damage, loss, or hindrance. If the magistrates answer these questions in the affirmative, it would be most mischievous if the law were such that a fine would be illegal, as then employers would have no remedy for disorder except wholesale dismissals with all the danger of strikes and other troubles likely to follow thereon.

OUGHT LAW students to be urged to visit the Law Courts more frequently than they do, in the hope of gaining knowledge by listening to the cases which are heard and decided there? That they should do so was rather strongly suggested at the annual dinner of the Law Students' Debating Society on Monday last, and a hope was expressed that seats would be reserved for students in the King's Bench Division. We rather fancy the truth is that, while it is easy enough to learn something in the Law Courts, it is equally easy to waste a great deal of time there. If the student remains in the seat assigned to him (as it was in the old Court of Queen's Bench at Guildhall) he may be favoured with a heavy commercial case in which witnesses are examined at merciless length and piles of correspondence are read. A case like this is more likely to exhaust the student than to teach him anything. On the other hand, it might well be that in a court sitting at the same time, and where no seat was provided, there might be a succession of cases illustrating many points of practice and law. Who is to help the student by telling him where he should go, and where the most profitable cases are likely to be heard? Some assistance of this kind would be worth even more than the assignment of a definite seat in the court.

In the King's Bench Division on Wednesday, before Mr. Justice Ridley and a common jury, was taken, says the *Times*, the case of *Boley* v. *Bloggs Brewery (Limited)*. The learned judge, in summing up to the jury, said that the writ in the action was dated the 28th of January, 1901, and it was the first common jury action tried in which the writ had been issued during the present reign. That was a doubly interesting fact, as it also showed the progress made with the business of the courts.

MORTGAGES HELD ON JOINT ACCOUNT.

IN THE case of *Powell* v. *Brodhurst* (reported elsewhere) FARWELL, J., has given an important decision with reference to the discharge of a mortgage which is held by trustees on a joint account. It is practically the invariable custom when trustees advance money on mortgage to keep the trusts off the title to the mortgaged property, and it is well settled that this can be effectually done, the mere recital that the advance is made out of moneys held on joint account not being sufficient to fix the mortgagor with notice of the trust. "It is admitted," said PEARSON, J., in *Re Harman and Uxbridge and Rickmansworth Railway Co.* (31 W. R. 857, 24 Ch. D. 720), "that, according to a very convenient practice, it is usual, when a mortgage is made to trustees, to keep the trusts off the face of the mortgage deed, and to introduce a recital that the persons who are in fact trustees are entitled to the mortgage money on a joint account, and it is admitted that in such a case the court has always refused to make any inquiry into the trusts, because to do so would defeat a practice which has been introduced for the benefit of her Majesty's subjects." And again: "Everyone knows that when in a mortgage deed the mortgage money is stated to belong to several persons on a joint account, those persons are, in ninety-nine cases out of a hundred, trustees of the money, and yet the court has always resolutely refused to go behind the recital, or to inquire what the trusts are." The efficacy of the practice of framing conveyances so as to keep them free from notices of trusts was affirmed also by CHITTY, J., in *Carritt* v. *Real and Personal Advance Co.* (37 W. R. 677, 42 Ch. D. 263), "It appears to me," he said, "that I am not at liberty to say at this day that, where purchasers are dealing with real estate or leasehold estate, they are not entitled to frame their deeds (so long as they do not make any direct misrepresentation on the face of them) according to the ordinary forms used by conveyancers, and according to those forms which disclose part only of the transaction." But the protection given by the form of the conveyance to persons dealing with the mortgaged property ceases immediately actual notice of the trust has been disclosed, although this is the result of a mere accident, and thereupon a purchaser is entitled to inquire into the title of the apparent mortgagees to give a discharge for the mortgage money: *Re Blaiberg and Abrahams' Contract* (47 W. R. 634).

But while the practice referred to is very convenient with a view to facilitating dealings with the mortgaged property, it might have serious drawbacks if the view put forward in *Powell* v. *Brodhurst* (*supra*) was allowed to prevail, and if payment to one only of the mortgagees was held to discharge the property from the mortgage. In that case the defendant had, in March, 1872, executed a mortgage of real estate to BARNETT and BIRCH to secure £6,000. In 1875 £1,000 of this amount was repaid. Both the mortgagees died, and in September, 1878, the executor of the survivor transferred the mortgage debt of £5,000 and the securities to CARTMELL HARRISON and J. C. INGRAM. In 1888 a further £1,000 was paid off, and in 1890 the debt of £4,000, and the securities were transferred to DE PARAVICINI and JAMES INGRAM. In 1892 the mortgagor sent two cheques, each for £500, to the firm of INGRAM & HARRISON, and these sums were accepted by CARTMELL HARRISON in part discharge of the mortgage debt. They were paid into the account of the firm and were credited in their books to the mortgagor, the subsequent interest being paid by the firm on the remaining £3,000. DE PARAVICINI died in September, 1897, and JAMES INGRAM in December of the same year, and in May, 1900, the executors of the latter transferred the mortgage debt and securities to the plaintiffs. The mortgage money was in fact trust money, but the mortgagor had no notice of this when he paid the two sums of £500. JAMES INGRAM was a partner in the firm of INGRAM & HARRISON, but he was taken ill in 1891, and his personal attention to the firm's business then practically came to an end. In the opinion of FARWELL, J., he had not in fact constituted the firm his agents to receive this trust money for him, and on this view there was no payment of the two sums of £500 to either of the mortgagees, and consequently the mortgagor obtained no discharge. Considering, however, the relation between JAMES INGRAM and the firm, this point was not clear, and FARWELL, J., decided the case on a ground which assumed that there had been payment to JAMES INGRAM.

The circumstance that a mortgage debt appears on an advance out of trust moneys to be a debt due to the mortgagees jointly carries with it the result that payment to any one of the mortgagees discharges the debt at law: see *Wallace* v. *Kelsall* (7 M. & W. 264). If, at the same time, the mortgaged property also is discharged, then the payment to one of two trustee-mortgagees is a good payment for all purposes, and the effect of such a mortgage would be to place the trust money under the sole control of either trustee who could manage to obtain repayment. This would mean, of course, that an advance on mortgage out of trust money, with the ordinary joint account clause, would be a breach of trust; and this was a conclusion to which FARWELL, J., was naturally unwilling to come. The difficulty is met by the consideration that a debt may continue to be a charge on land although it has become irrecoverable at law, and this, as the learned judge pointed out, is illustrated by cases where land is held as security for debts which are statute-barred. A mortgagee, for instance, who is resisting the right of the mortgagor to redeem, can claim that he shall redeem only on payment of full arrears of interest, and not only the six years' arrears which could be recovered by the mortgagee in an action: see *Dingle* v. *Coppen* (47 W. R. 279; 1899, 1 Ch. 726).

But it is not necessary to go for analogy to the Statutes of Limitation. The point seems to have been in effect decided in *Matson* v. *Dennis* (4 De G. J. & S. 345), and on that case FARWELL, J., rested his judgment. A sum of £3,000 belonging to A. & B. had been advanced on mortgage, the mortgage being taken in the names of other persons. Upon a sale of the property it was intended that they should be paid off, and they were both in consequence made parties to the deed of conveyance as persons who were to receive the £3,000. The deed was, however, only executed by one of them, A., and he by an indorsed receipt acknowledged payment of the £3,000 "to us." Upon a subsequent sale it was objected that the concurrence of B. must be obtained. STUART, V.C., held (12 W. R. 596) the objection not to be maintainable, on the ground that the debt was joint, and that it was effectually discharged by payment to one of the joint creditors, but the Court of Appeal (KNIGHT BRUCE and TURNER, L.JJ.) declined to allow that this legal technicality could free the land in equity. No action could be brought for the money after payment to one of the joint creditors, but in equity the land remained bound until a discharge from both had been obtained. In applying this distinction, FARWELL, J., pointed out that it is due to the doctrines of equity that the mortgagor obtains relief against the forfeiture of his estate, and this relief is given upon such terms as equity approves. One term is that he shall pay all money which, upon a fair consideration of the circumstances of the case, he ought still to pay, and into such circumstances the court will inquire. "It is not," said the learned judge, "a question of fixing the mortgagor with notice of a trust, but it is the inquiry that the court makes to satisfy itself that it is just and equitable under all the circumstances to deprive the mortgagee of his legal title to the property comprised in the mortgage." The result is to confirm the practice as to mortgages to trustees, and to enforce the reasonable requirement that in the case of a mortgage to several mortgagees the money shall not be paid off except upon the receipt of all.

COVENANTS TO PAY RATES AND TAXES.

THE recent decision of Lord ALVERSTONE, C.J., in *Foulger* v. *Arding* (49 W. R. 442) is the latest addition to the long list of authorities on the liability which a tenant undertakes when he enters into a covenant to pay rates and taxes. The extent of the liability must, of course, depend on the language of the particular covenant, but in general such covenants are framed so as to throw all burdens on the premises as far as possible on the lessee, and the question is whether the words used are suitable to meet the burden or payment under consideration. "Landlords," it has been said, "always endeavour to extend the liability of the tenant by putting in additional words, and in this they generally succeed, for tenants have not the same persistency": *Budd* v. *Marshall* (5 C. P. D. 481). The same tendency is noted by the Lord Chief Justice in the present case, as well as the difficulty of discovering any guiding principles in the decisions. "These cases," he says, "have always presented to my mind a very great difficulty, a difficulty not I think so much arising from a question of law as from the fact that these covenants have from time to time been modified in order to put greater or less—and generally greater—liabilities upon the tenant, and it is extremely difficult in these cases to find the governing principle."

One principle, however, has been clearly established, and it is a principle which the justice of the case requires. Where it is possible, the covenant is construed as imposing on the tenant liability only for payments which are of a recurring nature and are charged in respect of the temporary occupation of the premises, and as leaving the landlord liable for payments exacted in respect of permanent improvements. "I go a long way," said BRAMWELL, B., in *Crosse* v. *Raw* (23 W. R. 6, L. R. 9 Ex. 209, at p. 212), "with the argument which my brother WILLES in *Thompson* v. *Lapworth* (16 W. R. 312, L. R. 3 C. P., p. 158) described as a captivating one, that the landlord would be liable for what may be called capital expenditure, but not for expenditure which should be charged against revenue." In both these cases there were words in the covenant which were held to preclude this construction—in *Thompson* v. *Lapworth* the word "duties," and in *Crosse* v. *Raw* "outgoings"—but it will prevail where the covenant is less comprehensive, and where it includes only words which can be properly confined to charges of a recurring nature. Thus in *Wilkinson* v. *Collyer* (32 W. R. 614, 13 Q. B. D. 1) the lessee covenanted to pay "all rates, taxes, and assessments payable in respect of the premises during the tenancy, excepting the land tax and property tax." MANISTY, J., held that these words applied only to rates and assessments of a temporary or recurring nature, and not to a sum charged in respect of the property which gave it an increased permanent value. Hence an apportionment charged upon the owner for street paving expenses under the Metropolis Management Acts was held not to be within the covenant. The principle governing this decision was recognized by GROVE, J., in *Aldridge* v. *Ferns* (34 W. R. 578, 17 Q. B. D. p. 214) as the only broad principle governing the matter, but there again it was held to be excluded by the particular language of the covenant, the word "outgoings" being used.

The cases just referred to shew that this reasonable view of the respective liabilities of landlord and tenant will not prevail where the parties have gone beyond the words "rates, taxes, and assessments," and have used words of such general import as "burdens," "duties," or "outgoings." In *Budd* v. *Marshall* (5 C. P. D. 481) the lessee covenanted to bear, pay, and discharge certain specified rates, and also "all other rates, duties, and assessments" charged on the premises or on the landlords or tenant in respect thereof. The landlords were required by the local authority to repair the drainage, and a justices' order to this effect was obtained. They thereupon did the work, and it was held that they were entitled to recover the cost from the tenant. The obligation upon the landlords was a "duty" within the meaning of the covenant, notwithstanding that its performance involved a lasting improvement to the premises. In *Cross* v. *Raw* (*supra*) the covenant was similar, save that the word "outgoings" occurred instead of "duties." The tenant made a drain which the landlord might have been required by the local authority to make, it being arranged that the expense was to be borne ultimately by the party liable. It was held that the tenant could not recover the amount from the landlord.

And it seems that when words of this general nature have been used, it is immaterial whether the covenant expressly extends to rates, &c., charged *on the lessor* in respect of the premises. The mode in which they may be imposed on the lessor varies according to the provisions of the statute under which they are charged. The work may be done by the local authority and the expense directly assessed upon the premises and made payable by the tenant, with the right, in the absence of agreement, to deduct the amount from the rent. Or the duty of doing the work may be imposed on the lessor in the first instance, with the right for the local authority to do the work upon his default and charge him with the expenses. In all such cases the use of the words "duties"

or "outgoings" is sufficient to throw the expense on the tenant, in whatever mode it is incurred. In *Brett* v. *Rogers* (45 W. R. 334; 1897, 1 Q. B. 525) the lessee covenanted to pay "all other taxes, rates, duties, assessments, and impositions assessed or imposed on or in respect of the premises." The sanitary authority served a notice on the lessor under the Public Health (London) Act, 1891, directing him to abate a nuisance, and for that purpose to take up a defective drain and lay a new one. The lessor did this work and sued the lessee for the amount expended. It was held that the presence in the covenant of the word "duties" made it immaterial that it did not contain words such as "imposed on the lessor in respect of the premises," and that the tenant was liable. And this decision was approved by the Court of Appeal in *Farlow* v. *Stevenson* (48 W. R. 213; 1900, 1 Ch. 128), where, again, the word "duties" occurred without any phrase expressly referring to the liability of the lessor. "In every case," said LINDLEY, M.R., "in which the word 'duties' has been introduced into such a covenant the construction has been against the tenant and in favour of the landlord." A like result was arrived at in *Antil* v. *Godwin* (15 Times L. R. 462), where the word used was "outgoings," here also without express reference to any charge on the lessor. The tenant was held liable for the expense of drainage work required to be done under a notice from the sanitary authority.

But while the words "duties" and "outgoings" have thus been held to be words of indemnity, so as to place upon the lessee the liability to indemnify the lessor against all expenses incurred in respect of the premises, no corresponding effect has been given to the word "imposition," and under this it would seem the tenant may avoid having to reimburse to the landlord expenses incurred by him in the performance of a statutory liability. In *Tidswell* v. *Whitworth* (15 W. R. 427, L. R. 2 C. P. 326) the lessee covenanted to "pay and discharge all taxes, rates, assessments, and impositions whatsoever (except property tax) which during the term should become payable in respect of the demised premises." A notice was served on the lessor requiring him to have the adjoining street sewered and paved, and, on his default, the local authority had it done and charged him with the expense, which he paid. It was held that there had been no imposition in respect of the premises, but that the payment had been made by the lessor for a breach of duty imposed upon him by statute, and that he was not entitled to recover from the lessee under the covenant. This case was followed under like circumstances in *Rawlins* v. *Briggs* (27 W. R. 138, 3 C. P. D. 368). On the other hand, in *Smith* v. *Robinson* (41 W. R. 588; 1893, 2 Q. B. 53), where the covenant extended to impositions imposed upon the demised premises, or *on the lessor*, for or in respect of the premises, the result was different, and the lessor was held to be entitled to recover from the lessee expenses incurred in complying with an order by the sanitary authority. In this case the lessee had covenanted to repair, and the nuisance was due to his failure to repair.

In the present case of *Foulger* v. *Arding* (*supra*) the covenant was similar, but there was no covenant to repair on either side. The county court judge decided that the tenant was liable to repay to the landlord expenses incurred in abating a nuisance arising from defective sanitary arrangements, but Lord ALVERSTONE has held the contrary. In arriving at this result he laid stress on the absence of any covenant to repair by the tenant, and this seems to be the main ground for distinguishing the case from *Smith* v. *Robinson*. "I think," said the Lord Chief Justice, "where there is no covenant to repair, and where there is no question of shifting or discharging a liability which the tenant has undertaken, you ought, in a lease in which there is no covenant to repair by the tenant, to find clear words in the indemnifying covenant to put upon the tenant an obligation to indemnify the landlord." Whether the presence or absence of a covenant to repair is a sufficient ground for varying the effect of the covenant to pay rates and taxes may be a matter of doubt. At any rate, the decision shews that we have not yet got to the end of the subtleties which these covenants raise.

The Solicitors Bill passed through Committee of the House of Lords on Tuesday, when a new clause, proposed by Lord Morris, extending the Bill to Ireland, was agreed to. The Bill was reported with this one amendment to the House.

REVIEWS.

THE POOR LAW STATUTES.

THE POOR LAW STATUTES: COMPRISING THE STATUTES IN FORCE RELATING TO THE POOR, AND TO GUARDIANS, OVERSEERS, AND OTHER POOR LAW AUTHORITIES AND OFFICERS, FROM ELIZABETH TO END OF VICTORIA. WITH NOTES AND CASES. IN THREE VOLUMES. By JAMES BROOKE LITTLE, B.A., Barrister-at-Law. VOL. I. Shaw & Sons; Butterworth & Co.

This volume forms the first instalment of an important work. The extent of the legislation affecting the relief of the poor, the poor rate, the law of settlement and removal, and kindred subjects will be gathered from the fact that the author has found it necessary to include no less than 350 statutes in this work. He has, of course, been obliged to adopt a process of selection, some of the Acts being printed *in extenso* and fully annotated while in the case of others extracts only are given, or when fully set out they are annotated only so far as they bear directly upon the subject-matter of the book—viz, the poor law. In making his selection the author appears to have exercised his discretion wisely; as far as can be ascertained from a first perusal of the initial volume, no material part of any statute appears to have been omitted. It is only in the course of practical use of a book that defects of omission are brought to light, but if the whole work comes up to the standard of the author's other productions we have no fear that any material omission will occur. The present volume carries us from the Poor Relief Act, 1601 (the foundation of the statute law on the subject) to the important Parochial Assessment Act, 1836. The notes are clear and concise, those on settlement and removal appended to the Act 13 & 14 Car. 2, c. 12, being particularly good. The index to the present volume is adequate; no doubt the final volume will contain a general index, an indispensable adjunct to a work of this magnitude.

THE INTERMEDIATE EXAMINATION.

THE INTERMEDIATE EXAMINATION DIGEST: CONTAINING ALL THE QUESTIONS SET AT THE INTERMEDIATE EXAMINATIONS OF THE LAW SOCIETY ON STEPHEN'S COMMENTARIES ON THE LAWS OF ENGLAND, AND INTENDED AS A REVISION GUIDE TO THAT WORK. By ALBERT GIBSON and ARTHUR WELDON. FOURTH EDITION. The *Law Notes* Publishing Offices.

As long as examinations continue, students will find it an absorbing pastime to go over the questions which have been proposed to their predecessors and to speculate on the answers they could themselves have given. Messrs. Gibson and Weldon elevate the practice into something more serious, and by collecting all the questions, and appending to each its appropriate answer, they afford the student a ready means of revising his work and enable him to be his own examiner. "The present edition," it is said in the preface, "contains all the questions which have been asked at the Solicitors' Intermediate Examination on Stephen's Commentaries from the time when that work was adopted by the Law Society as the subject for examination down to the end of the last century. Care has been taken to avoid the duplication of questions and answers, and to bring both up to date." The arrangement of the work follows the order of Stephens, so that the student can use it in revising each part as he proceeds. In this manner he will be able readily to test whether he is mastering the subject of his studies. The work appears to be a very useful compilation.

BOOKS RECEIVED.

The English Reports. Vols. V. and VI.: House of Lords, containing Bligh N. S, Vols. 4 to 9; Bligh N. S., Vols. 10 and 11; Dow and Clark, Vols. 1 and 2; and Clark and Finnelly, Vols. 1 to 3. Stevens & Sons (Limited). Price 30s. each.

Manual of Naval Law and Court Martial Procedure, in which is embodied Thring's Criminal Law of the Navy, together with the Naval Discipline Act, with an Appendix of Practical Forms. By J. E. R. STEPHENS, Barrister-at-Law, C. E. GIFFORD, C.B, Fleet Paymaster R.N, and F. HARRISON SMITH, Staff Paymaster R.N. Stevens & Co. (Limited). Price 15s.

The Engineer or Architect as the Arbitrator between the Employer and the Contractor and his other Functions under Building Contracts. By CHARLES CURRIE GREGORY, Barrister-at-Law. William Clowes & Sons (Limited).

The *South African Law Journal*. February, 1901. Edited by W. H. S. BELL, Solicitor. Witherby & Co.

Land Transfer and Registration of Title under the Land Transfer Acts, 1875 and 1897, containing the Text of the Acts, Rules, Forms, Fee Order and Fee Rules, with Explanatory Notes, and the Small

Holdings Rules; together with Introductory Chapters and Forms for use in Drawing Contracts and Conditions of Sale. By J. A. HAY, B.A. (Cantab), Barrister-at-Law, assisted by C. H. WIDNELL, M.A. (Oxon.), Barrister-at-Law. Waterlow Bros. & Layton (Limited).

CORRESPONDENCE.

CONVERSION OF A DECEASED TRADER'S BUSINESS INTO A LIMITED LIABILITY COMPANY, WHEN THERE ARE INFANT BENEFICIARIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to *Morrison* v. *Morrison* (1901, 1 Ch. 701), and the decision of Buckley, J., following the decision of North, J., in the case therein referred to, it strikes me that the court is in error in thinking that the matter is one of administration—that is to say, in thinking that it is a question of authorizing the *trustees* to take a step (or to make an investment) which the testator has himself not authorized. It strikes me that the true question is one of sanctioning the acts of the *infant beneficiaries* alone; and if the latter is the correct view, then it seems to me that the court has abundant jurisdiction to sanction the act. I observe that in *Morrison* v. *Morrison* Buckley, J., says that no authority has been cited to him establishing the jurisdiction of the court, and apparently if only the proper authority had been produced, his lordship would have been disposed to make (and would have made) the order asked for.

Now, I think that the principle of the decision in *Field* v. *Morris* (1855, 7 De G. M. & G. 691), as expressed on p. 706—to the effect that the act of the infant, *plus* the intervention of the court sanctioning the act, amounts simply to the act of the infant himself as adult—is the true principle which ought to be applied in cases like *Morrison* v. *Morrison*. Then, if that is so, it was perfectly settled that in the old times when common recoveries were still in use, an infant could suffer a common recovery (See Coke Litt. 380b.); and that recoveries suffered by infants, *with the approval of the Court of Chancery* (that is to say, under the sanction of the Privy Seal), were not unusual: see *Blount's case* (Hobart 186), also *Macworth's case* (1 Vern. 460). But of course the court was free, in the exercise of its jurisdiction, to sanction the recovery or to refuse to sanction it, the judge having a discretion in the matter: see *Alban's case* (2 Salk. 567).

I have only made the above observations by way of suggestion, and I venture to submit them to the consideration of yourself and of your readers. A.B.

THE RIGHT OF LESSEES TO SUBSOIL OF ADJOINING ROAD.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In an article on "Injury by Vibration" which appeared in your journal last January (*ante*, p. 201) I find it stated that "the freeholder's interest in the subsoil of the road may not be, *and probably is not ordinarily*, included in the lease." The question is an important one, and I should be interested to learn what authority the writer had for this proposition. On general principles there seems no reason why a grant by way of demise should not pass the subsoil of an adjoining street just as much as a conveyance of the fee. It is always a question of *intention* to be collected from the language of the instrument and from the surrounding circumstances; and on the face of it the assumption seems absurd that the lessor has reserved the right to the soil *ad medium filum* which, in the majority of cases, is wholly unprofitable. The Court of Exchequer Chamber in Ireland decided the point in *Dwyer* v. *Rich* (I. R. 6 C. L. 144). In that case Monaghan, C.J., said: "We are of opinion that, unless there is something in the lease to rebut the ordinary presumption, a lease of land bounded by a road or river will carry to the lessee half the soil of the road or river adjoining." This statement of the law seems hardly consistent with the proposition laid down in your article. W. A. J.

[The point raised by our correspondent is an interesting one, and we should be disposed to agree with his view as a matter of law. But the passage he quotes from the article was not, we imagine, intended as a statement of law, but of fact; the premises comprised in a lease of town property being usually either described as bounded by a street or road or shewn by a plan as so bounded.—ED. *S.J.*]

A writer in the *St. James's Gazette* says that the Czar has offended the Russian lawyers. The legal profession in Russia is an exceedingly sensitive one. The laws are in many cases execrable, and of course they are exceedingly oppressive, while they are atrociously administered, venality being universal and bribery incorrigible. Nevertheless, every Czar has scrupulously respected the laws since Alexander I. The magistrates and lawyers are deeply irritated to find that the Czar does not share the view general amongst them, that since the reform of the tribunals in 1866, the laws must be held inviolable by everybody alike, from the Emperor downward, the monarch retaining, of course, the right of modification by proclamation.

CASES OF THE WEEK.

Court of Appeal.

DAUNCEY *v.* HOLLOWAY. No. 1. 10th May.

DEFAMATION—SLANDER—"MONEY SCRIVENER"—IMPUTATION NOT UPON PLAINTIFF'S PROFESSIONAL CONDUCT—WORDS NOT PER SE ACTIONABLE—NO ACTION LIES UNLESS SPECIAL DAMAGE HAS BEEN SUSTAINED.

Application by plaintiff for a new trial in an action tried before Wright, J., and a special jury at Gloucester. The action was brought to recover damages for slander. The plaintiff was in practice as a solicitor, and he brought his action against the defendant for slander, the words complained of being: "They tell me he (the plaintiff) has gone for thousands, not hundreds this time," and "I am told Mr. Dauncey has lost thousands." The statement of claim set out that the plaintiff in the course of his business or profession "was, and is, in the habit of receiving moneys in trust for, or on behalf of, clients for investment and otherwise," and that the words complained of were spoken of him "in relation to his said business or profession and the conducting and carrying on thereof by him," and he alleged that they meant that he "was insolvent and unable, and would be unable, to pay his clients the moneys received or held by him in trust for, or on behalf of, them, and that the plaintiff had misappropriated moneys belonging to or payable to his clients, and that he was unfit to carry on his said business or profession, and to receive and hold moneys in trust for, or on behalf of, clients." The words were quite untrue and were not justified in any way. No special damage was proved. The sole question therefore was whether Wright, J., was right in directing judgment to be entered for the defendant, on the ground that the words were not actionable *per se*. Mr. Dauncey gave evidence that his practice consisted principally of conveyancing and the carrying through of purchases and sales, and finding and effecting mortgages, and from time to time large sums of money came into his hands in relation to such matters. At the trial his counsel likened his particular class of work to the ancient calling of as "money scrivener," and insisted that spoken of his client as such the words were *per se* actionable. On behalf of the appellant it was now submitted that it was for the jury to say whether the words were spoken of the plaintiff in his character of a solicitor. If they were, then they were actionable *per se* without proof of special damages: *Doyley* v. *Roberts* (3 Bing N. C. 835). Such words spoken of any solicitor might be actionable, but they certainly were so when spoken of a solicitor whose calling was that of a money scrivener. The plaintiff was in the same position as a scrivener, for a scrivener was defined in Stroud's Judicial Dict., at p. 704, a "a person to whom property is entrusted for the purpose of lending it out to others at a profit payable to his principal, but also at a commission or bonus for himself, whereby he seeks wholly or in part to gain his livelihood." In Wharton's Law Lexicon the word was defined thus: "When a solicitor is the general depositary of money of his client and other persons who employ him, not simply in his character of solicitor, but as a money agent, to invest their money on securities at his discretion, allowing him procuration fees for any sum laid out on bond or mortgage, as well as a fee or charge for preparing the deeds, such a course of dealing is substantially the business of a scrivener." The test was whether the words were likely to affect a man's credit: *Whittington* v. *Gladwin* (5 B. & C. 180). Here, as they clearly imputed insolvency or bankruptcy to the plaintiff, they must reflect on his credit. On the part of the defendant (who did not allege the truth of the words imputed to him) it was denied that the statements were actionable *per se*. The words were not spoken of the defendant in his character of a solicitor, nor in relation to his business as a solicitor. To say that a solicitor was not honest no doubt was actionable, but there was nothing defamatory in the words complained of *ex necessitate*. There was no evidence that the plaintiff here carried on the same business as a scrivener formerly did. A scrivener invested money belonging to his clients in his own name. The plaintiff could not say he ever did that. When looked at reasonably, there was nothing in the words spoken which imputed any want of personal fitness on the part of the plaintiff to carry on the business of a solicitor, including in such the receiving of money from clients to invest. There was no evidence offered to shew that like a scrivener the plaintiff had been in the habit of having clients' money intrusted to him before he had a security ready to invest it in. He therefore carried on but the ordinary business of a solicitor, and there being nothing shewn to connect the imputation with his professional conduct, in the absence of special damage no action would lie: see *Ayre* v. *Craven* (2 A. & E. 2), *Gallwey* v. *Marshall* (9 Ex. 294), and *Brayne* v. *Cooper* (5 M. & W. 249).

THE COURT dismissed the appeal.

A. L. SMITH, M.R., said he could not hold that the words were capable of conveying an imputation upon the plaintiff in his character as a solicitor, and as no special damage was proved the action was not maintainable. The words complained of were uttered in the street in conversation with persons whom he met casually. They did not convey an imputation upon the plaintiff of any impropriety or any unfitness in connection with his business; nor did they impute that he was not able to carry on his business properly. The learned judge was therefore right in entering judgment for the defendant, and this appeal failed.

VAUGHAN WILLIAMS, L.J., agreed, and added that when long years ago their ancestors exercised that kind of wise discretion which they always exercised over the whole field of common law, they drew a marked distinction between libel and slander. It would be very dangerous to relax the rules which confined actions of slander to a limited number of cases, except where special damage was proved: see Bullen and Leake (3rd ed.), 309 (*a*).

ROMER, L.J., agreed, and pointed out that when the evidence was carefully looked at it was clear that the plaintiff carried on no other business than that ordinarily carried on by a solicitor, nor was there anything to shew that the words were spoken of him in respect of any special business.—COUNSEL, *A. H. Spokes; A. T. Lawrence*, K.C., and *Stuart Bevan*. SOLICITORS, *Oldman, Clabburn, & Co.; Carthew & Wheeler*, for *Tanner & Clarke*, Bristol.

[Reported by ERSKINE REID, Barrister-at-Law.]

Re **BLUNDELL'S TRUSTS.** No. 2. 10th May.

MARRIED WOMAN—RESTRAINT ON ANTICIPATION—REMOVAL—PAYMENT OUT OF COURT—INCREASE OF INCOME—SETTLEMENT ON HUSBAND—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 39.

This was an appeal from a decision of Farwell, J., refusing to make an order under section 39 of the Conveyancing Act, 1881, for the removal of the restraint on anticipation for the purpose of increasing the income of the married woman. The applicant was fifty-nine years of age, had been married sixteen years and had no children, and consequently, in the events which happened, she was absolutely entitled to the funds comprised in her marriage settlement, subject only to the restraint on anticipation. The funds had been paid into court and were invested in securities authorized for investment of cash under the control of the court. The marriage settlement contained much wider powers of investment than the securities authorized for cash under control of the court. And the present application was to have the funds comprised in the marriage settlement transferred out of court to the trustees of the marriage settlement, and in order to do so, to have the restraint on anticipation removed by the court. There was a detailed statement by a well-known firm of stockbrokers that the change of investment could be made so as to increase the income without incurring any appreciable extra risk. It was also proposed in the event of the present application being granted to give effect to what was said to be a moral obligation by settling a life interest on the husband. Farwell, J., refused the application, and the married woman now appealed.

THE COURT (COLLINS and STIRLING, L.JJ.) dismissed the appeal.

COLLINS, L.J., said: This is an appeal from Farwell, J., refusing to remove a restraint against anticipation in order to obtain payment out of court. It does not seem to us that any case has been made out for interfering with the decision of the court below. It is clear that no order ought to be made unless it is for the benefit of the married woman in question. Two reasons have been advanced why the order should be made—namely, (1) that the lady would obtain a larger income, and in this case no one has any interest in the fund except herself; and (2) that she wishes to give her husband a life interest in the fund. We must approach the case from the point of view that the restraint on anticipation was introduced for some good reason. No clear ground has been made out for altering the investments. It has not been made out that it would be for the lady's benefit. No doubt a larger income would be obtained but at a greater risk. As to the desire to give effect to the moral obligation in favour of the husband, that is subordinate to the primary object of obtaining a larger income. Looking at all the circumstances the decision of Farwell, J., was right.

STIRLING, L.J., was of the same opinion. The settlement contained a much wider power of investment than the securities authorized for the investment of cash under the control of the court in which the fund in question was now invested. The lady wishes to bring the fund within the wider power of investment. Can the court find that this is for her benefit? A good deal was said as to her being all but absolute owner of the property, but that is not sufficient reason for removing the restraint. As was said by Chitty, J., in *Re Currey, Gibson* v. *Way* (35 W. R. 326, 61 L. T. 80), "It must appear to the entire satisfaction of the court to be for her benefit so to do." It was stated by the stockbrokers that the conversion might be made with advantage, and £100 a year more so obtained. That was the main object. But his lordship was not satisfied that it would be for the benefit of the married woman, and he did not think that the court ought to act on the statement of the brokers. With regard to the proposed resettlement in favour of the husband, that was a minor matter. The appeal must be dismissed.—COUNSEL, *Butcher*, K.C., and *Strahan; R. J. Parker; Gordon Fellowes*. SOLICITORS, *S. F. & H. Noyes; Norris, Allens, & Chapman*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—Chancery Division.

PARKER & SMITH *v.* **SATCHWELL & CO. (LIM.).** Farwell, J. 8th, 9th, and 10th May.

PATENT—AMOUNT OF INVENTION—VALIDITY—INFRINGEMENT—SUBSIDIARY CLAIM—PASSING-OFF—SHOW-CARDS—FORM OF INJUNCTION.

Action. The plaintiffs, who were the registered legal owners of Stockinger's Patent No. 1815 of 1895 for an improved device for holding or retaining ladies' hair, claimed an injunction to restrain the defendants during the continuance of their letters patent from infringing their rights in respect of such patent, and also an injunction to restrain the defendants "from selling or offering or exposing or advertising for sale or procuring to be sold any hair-retaining devices not of the plaintiffs' manufacture or merchandize manufactured in such a style or get-up or mounted upon such show-cards or otherwise in such a manner as by colourable imitation of the plaintiffs' devices or show-cards or otherwise to be calculated to represent or lead to the belief that such devices are devices of the plaintiffs' manufacture or merchandize," and from passing off or enabling others to pass off their devices for the plaintiffs. It appeared that in 1898, when the plaintiffs acquired the patent, they settled on the particular form of device for binding and mounting tresses of hair so as to save the use of ribbons and pins, which form they had ever since sold in very large quantities as mounted upon a card showing directions and four ladies' heads. In the autumn of 1899 the defendants among many other purchasers bought over two gross of the devices, almost all of which were mounted on the show cards. In May, 1900, a traveller of the plaintiffs deposed that the defendants were selling a device identical in form and purpose with the plaintiffs and mounted on very similar show-cards, but being of inferior quality. The plaintiffs having commenced this action, the defendants denied infringement and alleged that the invention was neither new nor useful, nor the proper subject-matter of a patent; they further submitted its anticipation by specifications of Moore in 1879, Bysterveld in 1883, and Shields in 1894. In August, 1900, upon motion for interim injunctions, Cozens-Hardy, J., refused relief, holding that it was not a case for an interlocutory injunction and expressing his belief that the defendants article would not be taken for the plaintiffs'; but six days later it was held in the Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.JJ.) that the plaintiffs were entitled to an interlocutory injunction restraining the sale of the defendants' goods upon the cards complained of; the question of the patent was not then gone into. Upon the hearing of the trial the defendants abandoned their plea that the alleged invention was a matter of common public knowledge, and also the anticipation by Shields' patent as later in date than the plaintiffs'; they further submitted to the injunction as to passing-off being made perpetual upon terms explained in the judgment below. The question of validity and infringement of the letters patent No. 1,815, of 1895 was fought out.

FARWELL, J., made perpetual the injunction as to passing-off granted by the Court of Appeal, adding thereto the words "but this injunction was not to restrain the defendants from selling the article made in accordance with the said letters patent after the expiration of the same." As to the question of infringement, his lordship said that the point was not altogether free from difficulty. In such improvements the simpler things were and the more useful they were the more obvious they seemed afterwards. Here the natural retort was, no one did discover this improvement before the plaintiffs. The first claim of Stockinger was for a combination of old devices, which seemed a perfectly good claim to his lordship, for claims two and three were subsidiary within the meaning of the words of Lord Cairns, at p. 193 of *British Dynamite Co.* v. *Krebs* (13 R. P. C. 190); the fact that what was mentioned there were old devices did not vitiate the patent by being a claim for such old devices as something independently claimed by the patentee in the particular patent. The plaintiffs' invention consisted in the combination of the binder as a means of making a secure foundation for the coiffure, with arms or wings, as a means of coiling or arranging the hair so as to form a complete edifice; that was a combination having the merit of ingenuity and invention. It was exceedingly difficult in these cases to say where the inventor came in as distinguished from the mere ingenious manufacturer: see per Lord Alverstone, at p. 712 of *Beavis* v. *Rylands Glass Co. (Limited)* (17 R. P. C. 704). The requisite amount of invention and supply of a want seemed to be shewn in this case. As regards the alleged anticipations, the claim as to Moore's specification was almost ludicrous, and Bysterveld's seemed to be something from which no useful article could be made. The drawings given by Stockinger simply shewed certain instances and were not to be taken as limiting the general statement of the specification. Judgment for plaintiffs as asked for, with the addition mentioned above.—COUNSEL, *W. H. Upjohn*, K.C., and *L. B. Sebastian; J. G. Butcher*, K.C., and *St. J. G. Micklethwait*. SOLICITORS, *Plunkett & Leader; Gamlen, Burdett, & Gamlen*, for *Cottrell & Son*, Birmingham.

[Reported by W. H. DRAPER, Barrister-at-Law.]

POWELL *v.* **BRODHURST.** Farwell, J. 7th and 13th May.

MORTGAGE—PART DISCHARGE OF JOINT DEBT—RECEIPT BY ONE OF TWO JOINT CREDITORS—REMEDIES OF MORTGAGOR AT LAW AND IN EQUITY—JOINT ACCOUNT CLAUSE—DISCLOSURE OF TRUSTS.

Action. On the 1st of March, 1872, the defendant executed a mortgage of real estate to B. & B. to secure £6,000 and interest. In 1875 £1,000 was repaid. Both mortgagees having died, in 1878 the executor of the survivor transferred the £5,000 debt and securities to Cartmell Harrison and J. C. Ingram. In 1888 the defendant paid off another £1,000. In 1890 the remaining sum of £4,000 and securities were transferred to De P. and James Ingram. In August and September, 1892, the defendant sent two cheques for £500 each to the firm of Ingram & Harrison, and these sums were accepted by Cartmell Harrison (by a letter) as in part discharge of the mortgage debt. Both the sums of £1,000 previously paid off had been paid in like manner by the defendant to the firm and had been duly applied by them. Both the sums of £500 were paid into the account of the firm, and were credited in the books of the firm to the defendant, and the interest on the mortgage debt was throughout paid to the firm, and after September, 1892, was paid on £3,000 only. In 1897 both De P. and James Ingram (who, though a partner in the firm, did not attend to business after 1891) died, and on the 1st of May, 1900, the executors of the latter transferred the mortgage debt and security to the plaintiffs; in the transfer the debt was stated to be £4,000, but the transferees had notice of the payment of the two sums of £500 before its execution. The money was in fact trust money, so that no consideration passed to the executors from the plaintiffs, who were in the same position as James Ingram. The plaintiffs claimed to have an account taken of what was due under the covenant in the mortgage and an order for payment, and of what was due under the mortgage, and foreclosure. The defendant admitted the liability for £3,000, but no more, and claimed to redeem on the footing that £3,000, and not £4,000, was owing on the security.

FARWELL, J. (who delivered a considered judgment), said that two questions were involved—(1) the liability under the covenant, which was a question of common law; and (2) the liability in the foreclosure action, which was a question of equity. The old rule of common law, that payment to one of two joint creditors was a good discharge of the joint debt, seemed to his lordship still to remain good; there was no possible conflict of any equitable rule with this, because no bill would lie in Chancery to recover a mere money demand; there was nothing inconsistent with this in *Steeds* v. *Steeds* (37 W. R. 378, 22 Q. B. D. 537), where the question was a different one. Here both sides agree that it was a joint debt, and having regard to the words of the covenant and section 61 of the Conveyancing Act this seemed correct. But the joint debt was not paid to either of the joint creditors, but to the firm of which one of them was a member. Such payment of a private debt would not support a plea of payment in the absence of evidence, express or implied, that the creditor had authorized the receipt of the money by his firm as his agents. The mere fact that the debtor paying would have a good cause of action against the firm to recover the money did not make it payment, for there could be no set-off either at law or in equity of the private debt of one defendant against the joint debt of the firm: Lindley on Partnership (5th ed.), p. 292 (4). In an ordinary case one would infer agency from the receipt and expenditure of the money by the firm and its entry in the firm's books, but in the present case it was not necessary to infer that James Ingram was guilty of such a breach of trust as authorizing the firm to receive the money, and indeed it was admitted that he took very little part in the business after 1891. But while not holding that there was such a breach of trust, his lordship did not rest his judgment solely on that ground. The real contest between the parties was as to the extent to which the property was charged. The plaintiffs argued that the defendant could only redeem on the payment of the full £4,000, even if only £3,000 could be recovered under the covenant at law. The defendant relied on *Watson* v. *Denis* (12 W. R. 596) as shewing that the mortgage must be diminished with the reduction of the debt. But in that case the reasoning of Stuart, V.C., was overruled by that of Knight Bruce and Turner, L.JJ., in the Court of Appeal, whose judgment (12 W. R. 925), besides being binding in the present case, coincided with his lordship's own opinion and the general practice of conveyancers. For if the defendant here were right the joint account clause ought never to be inserted where the mortgage money is held on trust, and the existence of the trust ought always to be disclosed, a course which would revolutionize a settled practice of many years' standing. The fallacy of the defendant's argument lay in the assumption that the recovery at law was the only relevant question, and in a disregard of the principles of equity underlying foreclosure and redemption. The court would interfere for the benefit of the mortgagor on the terms of his doing equity; the mere payment of the principal and interest legally recoverable was not necessarily sufficient, as appeared in *Hugill* v. *Wilkinson* (36 W. R. 633, 38 Ch. D. 480) and *Dingle* v. *Coppen* (47 W. R. 279; 1899, 1 Ch. 726). If a mortgagor chose to pay otherwise than in strict accordance with the terms of his contract, he did so at his own risk, and in the present case, having in fact paid, not to the survivor, but to one of two, he could only rely on the receipt as at the time when it was given. There would be judgment for the plaintiffs in the usual form as in *Farrer* v. *Lacy Hartland* (34 W. R. 22, 31 Ch. D. 42, 51), the principal sum due being £4,000 and not £3,000.—COUNSEL, *J. G. Butcher*, K.C., and *H. E. Wright*; *W. H. Upjohn*, K.C., and *G. Cave*. SOLICITORS, *Bowman & Curtis Hayward*; *Vertue*, for *Hodding & Co.*, Worksop.

[Reported by W. H. DRAPER, Barrister-at-Law.]

High Court—Probate, &c., Division.

WAUDBY v. **WAUDBY AND BOWLAND.** Jeune, P., and a Special Jury. 6th and 9th May.

DIVORCE—PRACTICE—WIFE'S COSTS—DISAGREEMENT OF JURY.

This was a husband's petition for a dissolution of his marriage. The questions left to the jury were—(1) Has the petitioner been guilty of cruelty and adultery? (which at the trial was not denied), and which the jury answered in the affirmative; (2) has the respondent condoned the petitioner's cruelty and adultery? and (3) has the respondent been guilty of adultery with the co-respondent? On questions 2 and 3 the jury were unable to agree, and the President, declining to allow these findings to be recorded as a verdict, discharged the jury. Counsel for the respondent applied for the wife's full costs. He contended that if the case was set down again the wife would be entitled to bring in all her costs up to the setting down of the case the second time, and to have her bill taxed including the costs of the late trial. Rule 158 of the rules applicable to this court shewed that she could have all her costs taxed that could be ascertained. That was the principle of *Hurley* v. *Hurley and Menzies* (1891, P. 367), which was binding upon this court. Until a wife is proved guilty she is to be presumed innocent and is entitled to pledge her husband's credit. The practice of securing the wife's costs was the outcome of the former practice in the old Ecclesiastical Courts of giving her costs *de die in diem*. The principle was clearly laid down in *Robertson* v. *Robertson* (6 P. D. 119) and was followed in *Delaforce* v. *Delaforce* (W. N. 1892, 68), and in *Kotchie* v. *Kotchie and Berlyn* (*Times*, the 28th and 29th of October, 1898). Suppose the wife now wished to change her solicitors, and instruct others for the new trial, the court would be powerless to order her present solicitors to hand over her papers until their costs had been paid. On behalf of the petitioner it was contended that the practice as to the wife's costs was governed by section 21 of the Matrimonial Causes Act, 1857, and by rules 158 and 159. In this case, however, there never had been at any time any application for security for costs. *Walker* v. *Walker* (4 Sw. & Tr. 264) was an authority to shew that a further order *de die in diem* could not be asked for unless there had been an order for security first.

JEUNE, P., in delivering a considered judgment, said: In this suit the husband charged the wife with adultery. No application was made by the wife for taxation or security for costs against the husband, and it must, therefore, be assumed that she was in some way enabled to bring her case to a hearing without assistance. The case came before me, sitting with a special jury, and, as too frequently happens, the jury were unable to agree on their verdict, and were discharged. Application was then made that the husband should be ordered to pay the full costs of the wife in respect of the abortive trial. Apart from the special practice of this division as to a wife's costs in a matrimonial suit, it is indisputable that such an application was premature. As a general rule there can be no order as to the costs of a party in an abortive trial until by further proceedings the rights of the parties are ascertained. There is, however, in this division, as in the Ecclesiastical Courts which previously had cognizance of matrimonial matters, a well-recognized rule that a husband must provide means for his wife to bring her case to a hearing if she is unable to provide such means for herself. This principle has given rise to several rules by which practical effect has been given to it. The practice is that *pendente lite* an application is made by the wife that the husband shall pay her costs incurred up to the time of the application, and further pay into court, or secure, a sum estimated to be sufficient to cover her costs up to the hearing. A further practice once existed that during the trial the wife's costs were taxed *de die in diem* and provided by the husband, which has been modified into a practice that on application a wife is allowed to bring in her actual costs of the days of the trial as if the husband had been ordered to pay or secure them. Then after the hearing is concluded the judge is to decide what costs shall be allowed to the wife, a practice embodied in the 159th rule. The usual practice undoubtedly has been, and is, to allow a wife who has been unsuccessful her costs, but only up to the limit of the amount paid into court or secured, with the addition of such sum as may be added, as above-mentioned, on account of the prolongation of the trial. Although in *Robertson* v. *Robertson* (6 P. D. 119) the view appears to have been taken by the Court of Appeal that such limitation ought not in practice to exist, that case cannot, after the observations upon it of Lord Hannen in *Smith* v. *Smith* (7 P. D. 84), be taken as an authority governing the practice of this court to its full apparent extent; and, as far as I know, the "usual order" invariably asked for at the end of a trial in which a wife who has had her costs secured is unsuccessful carries a right to the wife to have her costs only up to the limit of the amount secured. There are two decisions which carry further the right of a wife who has had her costs secured, and with regard to whose conduct a jury fail to agree. In *Hurley* v. *Hurley and Menzies* (1891, P. 367) it was held by Collins, J., that after an abortive trial a wife was entitled to her full costs; and this decision was afterwards followed by Sir Charles Butt, when President, in *Delaforce* v. *Delaforce and Driscoll* (W. N. 1892, 68). I do not pause to criticize the discretion which those learned judges exercised in giving the wife her full costs, and not her costs up to the limit of security, or to consider whether, if those cases were in point, I should be bound to exercise my own discretion in the same way. It is, however, the foundation of the peculiar practice of this division, with regard to a wife's costs, if the wife should be unable without assistance from her husband to bring her case to a hearing, evidenced as that is by her applying for payment of a security for such costs before the trial. As Lord Hannen pointed out in *Smith* v. *Smith* (7 P. D. 87), it was in 1858 expressly decided by the full court, consisting of Lord Chelmsford, Wightman, J., and Sir Cresswell Cresswell, in the case of *Keats* v. *Keats and Montezuma* (1 Sw. & Tr. 324 and 358), that if a wife brings her case to a hearing without having previously taxed her costs against her husband, and fails, the husband has never then been made liable for her costs. In the present case, therefore, if at the late trial the wife had failed, she could not have obtained any costs against her husband. But if this be so, to give her costs would be to treat her as if she had succeeded, which is to my mind clearly impossible. It is true, as was so strongly urged upon me, that a wife must in law be presumed to be innocent until she is proved to be guilty, but that to my mind has nothing to do with the matter. She is an accused woman, and her rights as to costs depend on the question whether or no that accusation is well-founded, a matter in the present case not yet determined. There is no injustice done by refusing the wife's application for costs at present. She has not needed assistance to bring her case to a hearing. If the husband does not proceed to another trial, the wife will be entitled to ask for her costs as of a proceeding abandoned against her. If she is unable without assistance to proceed to another trial, there is nothing to prevent her from applying to tax her costs against her husband in respect of such future trial. If at the next trial she succeeds, she will, unless some special reason prevent it, obtain her full costs of both trials. I think, therefore, that the present application by the respondent must be refused.—COUNSEL, *Barrington Deane*, K.C., and *Priestley*; *Barnard*, *Grazebrook*. SOLICITORS, *Iliffe*, *Henley*, & *Sweet*; *Long & Gardiner*; *Ridsdale & Son*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

High Court—King's Bench Division.

SQUIRE (Appellant) v. **BAYER & CO.** (Respondents) Div. Court. 9th May.

FACTORY—RULES AS TO GOOD ORDER AND DECORUM—FINES FOR DISORDER—TRUCK ACT, 1896 (59 & 60 VICT. c. 44), s. 1, SUB-SECTION 1 (a) AND (c).

This was a case stated by the justices of the City of Bristol upon an

information by the appellant, an inspector of factories and workshops, against the respondents, corset manufacturers, who were the occupiers of certain premises which were a factory within the meaning of the Factory and Workshop Acts, 1878 to 1895. The information alleged that the respondents had committed breaches of sub-section 1 (*b*) and (*c*) of the 1st section of the Truck Act, 1896, in that they did unlawfully make a contract with a girl named Robbins, who was employed by them, for a deduction in respect of a fine to be deducted by them from the sum contracted to be paid to her by them contrary to the above Act, as the contract did not specify the acts or omissions in respect of which the fine might be imposed, and the fine was not in respect of some act or omission which caused, or was likely to cause, damage or loss to the respondents or their business. Amongst the rules in the contract was the following: "All workers shall observe good order and decorum while in the factory, and shall not do anything which may interfere with the proper and orderly conduct of the business thereof, or of any department thereof; and shall in all respects obey the lawful demands of the general manager, forewoman, or superintendent of their respective departments. A fine of sixpence (or less at the discretion of the manager) shall be paid by each worker who shall be guilty of any infringement of this rule." The rules of the factory were in force as well during the dinner hour as at other times. On one day the clerk who was then in charge of the factory heard a considerable noise and commotion going on in the room in which the employees were having dinner, and on going there she discovered disorder, the said girl Robbins playing a small harp. To the music of which several of the other girls were dancing, singing, and clapping their hands. This disorder was reported and Robbins and some of the other girls were fined twopence each. It was proved that the disorder and dancing caused considerable dust, and that dust would cause injury to the machines, &c. The following is a copy of the receipt given to Robbins: "The sum of 2d. has this day been received from Robbins in respect of a fine for making noise during dinner hour. Dated this 10th day of November, 1900." Upon the above facts the appellant contended: (1) That the rule did not specify the acts or omissions in respect of which a fine might be imposed; (2) that the fine imposed under the said rule was not in respect of some act or omission within sub-section 1 (*c*) of the 1st section of the Truck Act. The respondents contended that the rule sufficiently specified the acts and omissions in respect of which a fine might be imposed, and that the fine in fact inflicted was in respect of an act which caused or was likely to cause damage or interruption or hindrance to their business. The justices found that good order and decorum were not observed, and that dancing and disorder were likely to cause damage or loss to the respondents, and injury to the discipline necessary to be enforced in such a factory. Also they found that the rule constituted a reasonable contract for securing good order and decorum in the factory and complied with sub-section 1 (*b*) and (*c*) of section 1, and they accordingly dismissed the information.

THE COURT (Lord ALVERSTONE, C.J., and LAWRANCE, J.), in dismissing the appeal, said that the case was not without difficulty, but they could not say the justices had come to a wrong conclusion. It was suggested that the words "good order and decorum" were too general, but they thought the rule was sufficient, and that the fine was in respect of some act or omission causing damage. On the face of the finding of the magistrates as to the facts of the case, the court could not hold the particular act of playing the music as not being part of the disorder. Appeal dismissed with costs.—COUNSEL, *Sir R Finlay*, A.G., and *Sutton*; *Foote*, K.C., and *Douglas Metcalfe*. SOLICITORS, *Solicitor to the Treasury*; *G. Reader & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

THE KING *v.* **THE JUSTICES OF SUNDERLAND.** Div. Court. 22nd April and 8th May.

JUSTICES—DISQUALIFICATION—POSSIBILITY OF BIAS—LICENSING PREMISES—AGREEMENT BETWEEN CORPORATION AND APPLICANT FOR LICENCE—MEMBERS OF CORPORATION SITTING AS JUSTICES AT LICENSING MEETING.

In this case a rule *nisi* for a *certiorari* was granted on the application of Mr. Foster and certain other gentlemen, inhabitants of Sunderland, calling upon the justices for the county borough of Sunderland to shew cause why a writ of *certiorari* should not issue to bring up a certain order of the 27th of September, 1900, confirming a provisional licence which had been granted to Duncan & Dalgleish (Limited), a brewery company, on the 26th of September, 1900. The grounds of the motion, as stated in the rule, were: (1) Bias of the justices in wrongfully using their positions as justices in carrying into effect an agreement with Duncan & Dalgleish (Limited); (2) the wrongfully granting a full licence at Pallion to sell intoxicating liquors in lieu of the licence of the Londonderry Hotel, on payment by the applicant of the sum of £10,000 to the borough funds of Sunderland. The facts of the case, as disclosed by the affidavits, were as follows: In 1899 the Corporation of Sunderland purchased some property with a view to street improvements, and, among other properties, a fully-licensed house in High-street, Sunderland, known as the Londonderry Hotel. Attempts had been made by the corporation since they acquired the property to make arrangements for the pulling down and rebuilding of the hotel on some part of the site acquired by them for the purpose of the improvements, but these attempts had apparently not produced any result. On the 8th of August, 1900, a resolution of the council was passed that the council should consent to the transfer or lapsing of the licence of the Londonderry Hotel, and that the premises should be demolished, and the highways committee be instructed to negotiate accordingly. The chairman of the highways committee was Alderman Gibson, and between the 8th of August and the 22nd he entered into negotiations with Duncan & Dalgleish (Limited), which resulted in an agreement of the 22nd of August, which recited the intention of the company to apply at the adjourned general annual licence meeting for a full licence to sell on or off the premises to be erected in Pallion-road, and that upon such application the company was desirous of offering to surrender an existing licence of the same nature. The agreement then provided that, in the event of the application being granted, the company should pay the corporation the sum of £10,000, and that the corporation would, upon the opening of the proposed new premises in Pallion-road, close the Londonderry Hotel as a licensed house and not apply or suffer any application to be made for the renewal of any licence thereof. The agreement further provided that should the grant and confirmation of the licence be revoked by proceedings in the High Court of Justice, expressly instituted for that purpose, the corporation should repay the sum of £10,000. On the 23rd of August the general annual licensing meeting of the borough of Sunderland was held, and at that meeting there were present among others Messrs. Dix, Reed, Sanderson, Pratt, Burns, and Gibson, and at that meeting a notice was served by the solicitor for Mr. Foster and the other gentlemen on whose behalf the rule was moved, objecting to their adjudicating on any application for a licence for Pallion, on the ground that they were members of the corporation which was primarily interested in the granting or refusing of licences in that district. No application was made on behalf of Duncan & Dalgleish (Limited) at that meeting, but there were four other applications made for full licences for houses at Pallion, all of which were refused. The adjourned meeting was held on the 25th of September. At that meeting Duncan & Dalgleish (Limited) applied for a provisional licence for an hotel to be erected at Pallion. On that occasion the said Messrs. Dix, Reed, Sanderson, Pratt, Burns, and Gibson were again present, and a similar objection was taken on behalf of Mr. Foster and the other gentlemen above mentioned. The licensing committee granted a provisional licence, and on the 27th of September the justices confirmed the grant. There were present at the confirming meeting of the 27th thirteen magistrates, of whom seven were members of the corporation and six of such gentleman were Messrs. Dix, Reed, Sanderson, Pratt, Burns, and Gibson above mentioned. It was now contended that both the order originally granting the licence, and the order confirming it, were bad, and that, therefore, the confirmation order must be quashed, and that the six gentlemen in question had such an interest in the matter as to prevent them from being impartial, and to cause them to be in fact biased in favour of the application of Duncan & Dalgleish (Limited).

THE COURT (Lord ALVERSTONE, C.J., and LAWRANCE, J.) having taken time to consider their judgment, discharged the rule.

Lord ALVERSTONE, in reading the judgment of the court, after stating the above facts, said it was necessary to consider whether the existence of the agreement with the corporation and the circumstances under which that agreement had been arranged were sufficient to disqualify the gentlemen in question from sitting as members of the licensing committee or confirming authority. The case was not without difficulty, and no doubt it would be better that under such circumstances the tribunal which had to adjudicate upon the matter should not include gentlemen who had been concerned in bringing about the agreement of the 22nd of August; but in their opinion, both upon the authorities and upon the principles which had been laid down in similar cases, they could not hold that there was such evidence of bias as to make their action invalid. The grounds upon which persons in such a position were disqualified from acting were: (1) pecuniary interest; (2) that a man may not act as judge in his own case; (3) that the circumstances were such as to shew that a member or members of the tribunal was or were in fact biased, or did not act impartially. The first two grounds were not relied on, nor could they be upon the facts. No doubt the magistrates, as ratepayers of Sunderland, would be interested in the agreement of the 22nd of August being carried into effect; but such an interest would not make it illegal for them to act, but would be an interest similar to that which was the subject of discussion in *Reg.* v. *Rand* (L. R. 1 Q. B. 230, 14 W. R. Dig. 47). The real ground upon which the rule was attempted to be supported was that of bias in fact. In considering that it was necessary to keep in view the issue which was raised on the application of Duncan & Dalgleish (Limited)—it was, substantially, whether a licence was necessary for the Pallion district. The affidavits in opposition to the rule shewed that the applications had been considered upon their merits. It was sworn by all the persons to whose action objection was taken, that the licensing committee approached the consideration of the application with perfectly unbiased minds, and gave their decision according to conviction, after hearing the evidence. A similar question was raised in the case of *Reg.* v. *Stockport Justices* (60 J.P. 552), and the court there decided that such opposition was not sufficient of itself to justify them in holding that there was in fact bias. Rule discharged.—COUNSEL, *E. Shortt*; *Atkinson*, K.C., and *E. H. Lloyd*; *Dickens*, K.C., and *M. Lush*; *C. A. Russell*, K.C., and *Blaiklock*. SOLICITORS, *J. & H. Scott*, for *W. Bell*, Sunderland; *Sharpe, Parker, & Co.*, for *J. S. Nicholson*, Sunderland.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

GOULDER *v.* **ROOK. BENT** *v.* **ORMEROD.** Div. Court. 13th May.

SALE OF FOOD AND DRUGS—ARTICLE NOT OF THE NATURE, SUBSTANCE, AND QUALITY OF THE ARTICLE DEMANDED—BEER CONTAINING ARSENIC—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c. 63), ss. 3, 6.

These were cases stated by the stipendiary magistrate for Manchester and justices of Lancashire sitting at Preston respectively. The appellant in the first case, who was a retailer of beer, sold to the respondent, an inspector under the Sale of Food and Drugs Acts, beer containing one-eighth of a grain of arsenious acid per gallon. The appellant did not mix the arsenic in the beer herself, and did not know of its existence. An information was preferred against her under section 6 of the Sale of Food

and Drugs Act, 1875, and she was convicted subject to this case for the opinion of the High Court. It was stated in the case that arsenic was an ingredient injurious to health; that the quantity of arsenic in the beer was such as to render the same injurious to health; that arsenic did not form one of the constituents of beer; and that the arsenic had been unknowingly mixed with the beer by the brewer in consequence of its having been improperly introduced in the manufacture of some substance used in brewing. In *Bent* v. *Ormerod* the facts were similar, but the justices dismissed the summons. In both cases the magistrates found that the beer was not of the nature, substance, or quality demanded. It was contended on behalf of the appellant in the first case, and of the respondent in the other, that the proceedings were wrongly brought under section 6, but ought (if any) to have been under section 3; and that there was no offence under section 6, the article sold being really beer into which, through no fault of the appellant and without her knowledge, the arsenic had been introduced; and that section 6 did not apply to such accidental contamination. On the part of the respondent in *Goulder* v. *Rook*, and of the appellant in *Bent* v. *Ormerod*, it was contended that the proceedings were rightly brought under section 6, the article sold being not of the "quality" of the article demanded in the sense that it was not wholesome. *Betts* v. *Armstead* (20 Q. B. D. 771), *Parker* v. *Alder* (1899, 1 Q. B. D. 20), and *Dickins* v. *Randerson* (1901, 1 Q. B. 437) were cited. Section 6 of the Sale of Food and Drugs Act, 1875, provides that "no person shall sell to the prejudice of the purchaser any article of food or any drug which is not of the nature, substance, and quality of the article demanded by such purchaser." Section 3 of the same Act provides that "no person shall mix, colour, stain, or powder . . . any article of food with any ingredient or material so as to render the article injurious to health with the intent that it should be sold in that state, and no person shall sell any such article so mixed," &c. Section 5 provides that "no person shall be convicted under section 3 in respect of the sale of any article of food or of any drug if he shews to the satisfaction of the court before whom he is charged that he did not know of the article of food being so mixed," &c.

THE COURT (Lord ALVERSTONE, C.J., and PHILLIMORE and LAWRANCE, JJ.) dismissed the appeal in *Goulding* v. *Rook*, and remitted the case of *Bent* v. *Ormerod* to the justices to convict.

Lord ALVERSTONE, C.J., said that in both these cases the magistrates had found that the beer was not of the nature, substance, and quality of the article demanded. That was a question of fact, and he could not say that there was no evidence in support of the finding. He did not, however, suggest that any accidental presence of deleterious matter in an article of food would necessarily make it not of the nature, substance, and quality demanded. It was for the magistrates in each case to find whether the article supplied was, or was not, of the nature, substance, and quality demanded.

LAWRANCE and PHILLIMORE, JJ., concurred.—COUNSEL, *Fletcher Moulton*, K.C., and *Montague Lush*; *Lawson Walton*, K.C., and *Byrne*; *Joseph Walton*, K.C., *Pickford*, K.C., *E. Sutton*, and *Frank Mellor*. SOLICITORS, *Grundy, Kershaw, Samson, & Co.*, for *Grundy, Kershaw, Samson, & Co.*, Manchester; *T. Hudson*, Manchester; *Snow, Fox, & Higginson*, for *Harcourt Clare*, Preston.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

LEE *v.* **BENT. PALMER** *v* **NOBLETT.** Div. Court. 13th May.

SALE OF FOOD AND DRUGS—CERTIFICATE OF ANALYST—SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c 63), ss. 6, 18.

These were cases stated by justices upon informations preferred under section 6 of the Sale of Food and Drugs Act, 1875, charging the appellants in each case with selling to the prejudice of the purchaser beer which was not of the nature, substance, and quality of the article demanded by the purchaser. The certificate of analysis adduced at the hearing of the information in the first case was as follows: "We, the undersigned, public analysts for the county of Lancaster, do hereby certify that we have received on the 11th day of December, 1900, from P.C. Chipchase, a sample of beer for analysis, and have analyzed the same, and declare the result of our analysis to be as follows: We are of opinion that the said sample contains arsenic" (Signed by the analysts). It was proved to the satisfaction of the justices that the sample contained arsenic to such an extent as to be injurious to health and that pure beer did not contain arsenic. In *Palmer* v. *Noblett* the declaration was "We are of opinion that the said sample contains a serious quantity of arsenic." Objections were taken to the certificates, but the justices in each case admitted them in evidence and convicted the appellants. It was contended on behalf of the appellants that the certificates were bad as evidence inasmuch as they were not in the form prescribed by section 18 of the Sale of Food and Drugs Act, 1875, and as set forth in the schedule thereto, and did not state the constituent parts of the sample analyzed, nor the quantity of arsenic alleged to be therein. *Fortune* v. *Hanson* (1896, 1 Q. B. 202) and *Newby* v. *Sims* (1894, 1 Q. B 478) were cited. On behalf of the respondents *Bridge* v. *Howard* (1897, 1 Q. B. 80) and *Bakewell* v. *Davis* (1894, 1 Q. B. 296) were cited, and it was contended that inasmuch as the certificates stated that there was arsenic in the sample, which must be taken to mean an appreciable quantity of arsenic, there was sufficient stated to comply with the Act, and that a certificate was not bad because it did not state sufficient to convict.

THE COURT (Lord ALVERSTONE, C.J., and LAWRANCE and PHILLIMORE, JJ.) allowed the appeals and quashed the convictions.

Lord ALVERSTONE, C.J., said that it was important that the practice with regard to these certificates should be uniform. They ought to contain sufficient on their face to enable the magistrates to convict without further evidence. In the certificates in question nothing was said as to what amount of arsenic, if any, ordinary beer contained, or as to what amount of arsenic was contained in the sample. These facts ought to appear on the certificate; the certificates in question were insufficient.

LAWRANCE and PHILLIMORE, JJ., concurred.—COUNSEL, *Fletcher Moulton*, K.C., and *Montague Lush*; *Joseph Walton*, K.C., *Pickford*, K.C., *E. Sutton*, and *Frank Mellor*. SOLICITORS, *Grundy, Kershaw, Samson, & Co.*, for *Grundy Kershaw, Samsons, & Co.*, Manchester; *Snow, Fox, & Higginson*, for *Harcourt Clare*, Preston.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

ST. JAMES'S HALL CO. *v.* **THE LONDON COUNTY COUNCIL.** Channell, J. 7th May.

METROPOLIS—BUILDING—PREVENTION OF DANGER FROM FIRE—MUSIC HALL—STRUCTURAL DEFECTS—POWER OF COUNTY COUNCIL TO REQUIRE ALTERATIONS—METROPOLIS MANAGEMENT ACT, 1878 (41 & 42 VICT. c. 32), s. 11.

This was an action tried before Channell, J., without a jury, the object of which was to obtain a decision upon section 11 of the Metropolis Management Act, 1878, which gave to the Metropolitan Board (now the London County Council, their successors) the following powers: "Whenever it appears to the board that . . . any house, room, or other place of public resort within the metropolis, containing a superficial area for the accommodation of the public of not less than 500 square feet, which was at the time of the passing of this Act authorized to be kept open, and which is kept open, for . . . music . . . under the authority of a licence granted by any court of quarter sessions, is so defective in its structure that special danger from fire may result to the public frequenting the same, then and in every such case the board may, with the consent . . . of her Majesty's principal Secretary of State . . . if in the opinion of the board such structural defects can be remedied at a moderate expenditure, by notice in writing require the owner of such house, room, or other place . . . to make such alterations therein or thereto as may be necessary to remedy such defects, within a reasonable time to be specified in such notice. . . ." There is also a provision for an appeal to an arbitrator appointed by the First Commissioner of Works, who may either confirm the notice with or without modifications, or refuse to confirm it, and whose decision shall be final. The plaintiffs were the owners of a hall which was authorized to be kept open for music prior to 1878. In 1885 the Metropolitan Board, proposing to proceed under section 11, prepared a draft notice of their requirements. This draft notice was the subject of negotiations between the architect of the plaintiffs on the one hand and the architect of the board on the other. The result was that modifications of what was first proposed by the board were agreed to, and those modifications were embodied in the formal notice which was served and dated on the 10th of August, 1885. The works in that notice were done by the plaintiffs at a cost of upwards of £7,000. In 1900 the council served on the plaintiffs a second notice requiring them to do further works at an estimated cost of upwards of £4,000. They had obtained the leave of the Secretary of State to make the requirement. The plaintiffs, thereupon, brought this action for a declaration that the notice was *ultra vires* and for an injunction. It was contended on their behalf that the powers of section 11 must be exercised once for all, and that having been exercised by the Metropolitan Board in 1885 they were exhausted.

CHANNELL, J., gave judgment for the plaintiffs. He said that the plaintiffs were right in their contention. The board had only power to order alterations if such alterations not only could be done at a moderate cost, but also would, when done, remedy the defects. It must therefore be assumed that when the works done in pursuance of the former order were completed, the defects were remedied, or, at all events, that in the opinion of the board they were remedied. The board could not next year have said that they themselves had made a mistake and ought to have ordered something more or something different, and, if they could not, neither could the London County Council who had succeeded to their rights. Accordingly the Metropolitan Board having exercised the powers of section 11 in 1885, those powers were exhausted and the London County Council could not now exercise the powers.—COUNSEL, *Avory*, K.C., and *Garland*; *Daldy*. SOLICITORS, *Howlett & Wilkinson*; *Blaxland*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

WHITSUN VACATION, 1901.

Notice.

There will be no sitting in court during the Whitsun Vacation.

During Whitsun Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the vacation judge for the time being.

Mr. Justice Buckley will act as vacation judge from Saturday, May 25th, to Monday, June 3rd, both days inclusive.

Mr. Justice Buckley will sit in King's Bench Judges' Chambers on Friday, May 31st. On other days within the above period, applications in urgent matters may be made to the vacation judge personally or by post.

In any case of great urgency the brief of counsel may be sent to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers,

addressed as follows: "Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation Judge for the time being can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

TRANSFER OF ACTIONS.

ORDER OF COURT.

Friday, the 10th day of May, 1901.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the actions mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice BYRNE (1900—T.—No. 1,937).

In the Matter of the Thames White Lead Company Limited. Arthur Stopford Francis v. The Thames White Lead Company Limited.

Mr. Justice STIRLING (1900—G.—No. 1,588).

In the Matter of the Grape Vinegar Company Limited. A. Corbett Edwards v. The Grape Vinegar Company Limited.

HALSBURY, C.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

This society held their annual dinner at the Hotel Cecil on Monday last, Lord ALVERSTONE presided, and among those present were Mr. Justice Bigham, Dr. W. Blake Odgers, K.C., Mr. A. Sharpe, Mr. Joseph Addison, Mr. Robert Ellett (President of the Incorporated Law Society), Mr. E. W. Garrett, Mr. W. H. Upjohn, K.C., Mr. W. V. Ball, Dr. C. Herbert Smith, Mr. W. Arnold Jolly, and Mr. Frank H. Stevens (hon. secretary). After the usual loyal toasts,

Mr. G. HERBERT HEAD proposed "The Bench and the Bar."

Mr. Justice BIGHAM, in responding for the bench, jocosely observed that he represented an insignificant portion of the bench—the Puisne judges, whose decisions they knew were always right, but sometimes clients went mistakenly to the Court of Appeal, where they had a habit of reversing the decisions of the lower court; but then the judges of that court were fallible, and it was not their fault that they were always wrong.

Dr. BLAKE ODGERS, K.C., in responding for the bar, advised students not to rely for their knowledge of the law on books alone. Lord Campbell had left it on record that in his early days he made a habit of attending the sittings of the King's Bench, where there was a box or row reserved for students and juniors, and he (Dr. Blake Odgers) would like to see some such arrangement in existence at the present time.

Dr. C. HERBERT SMITH proposed "The Incorporated Law Society."

Mr. ELLETT, in the course of a genial speech in responding to the toast, referred to the society's examinations. He trusted they thought the manner in which they conducted their examinations was fair, and carried out the intentions of the Legislature. He welcomed law debating societies, because they made a man think clearly before he began to speak clearly.

Lord ALVERSTONE, in proposing "The Law Students' Debating Society," said that he believed it had enjoyed a longer life than any similar institution. It had existed since 1836, and it was still full of vigour and activity. The members were as numerous as on any previous occasion, and its ranks were constantly being swollen by the students of both branches of the profession. He believed that the society encouraged its members to pass judgments upon the most important questions of politics and the most difficult questions of law without any reluctance. Therefore, he thought if, in the course of the development of his judicial career, he had any hesitancy on doubtful points—and, as he grew older, he might grow more cautious, more anxious to do right—he had better propound the difficult questions of law to the Law Students' Debating Society, and, on learning their views, he should feel fortified in his decision and be able to pronounce such a judgment as no House of Lords would venture to interfere with. He gave them one piece of advice, and that was never to give a judge credit for knowing anything. In this society they made friendships with the men with whom they were going to carry on the business of their life. They learned to respect one another, and the consequence was that when they found themselves on opposite sides they would carry on their contest in a straightforward and honourable way. He endorsed what Dr. Odgers had said with regard to the importance of students seeing cases fought out in court instead of depending for their knowledge entirely on books. He had given directions that any students who wished to attend for such a purpose should be provided with accommodation in his court, and he felt certain that any judge in his division would do the same if communicated with.

Mr. STEVENS, honorary secretary of the society, responded, and gave an interesting account of the work of the society, which, he said, was in a most flourishing condition. They hoped to commence next session with 426 members.

The other toasts were "The Visitors," proposed by Mr. W. V. BALL, and responded to by Mr. E. W. GARRETT, and "The Chairman," proposed by Mr. W. A. JOLLY.

LEGAL NEWS.

OBITUARY.

Sir ARTHUR STRACHEY, Chief Justice of the Allahabad High Court, died on Tuesday last. He was educated at Charterhouse and Trinity Hall, Cambridge, and was called to the bar in 1883. In 1892 he became standing counsel to the Government of the North-West Provinces and Oudh, and a puisne judge of the High Court at Bombay in 1895, and in 1898 was appointed Chief Justice. He was, says the *Times* correspondent, one of the most eminent judges in India.

The death is announced of Mr. GEORGE BUTTLER KENNETT, town clerk of Norwich, at the age of sixty-five years, after a few days' illness. Mr. Kennett was admitted in 1864, and held many offices in Norwich, being clerk to the River Yare Commissioners and to the Visiting Committee of the City Asylum and clerk to the Burial Board. He was, we believe, clerk to justices for over twenty years. Mr. Kennett was widely known as the editor of Stone's Justices' Manual.

APPOINTMENTS.

Mr. ERNEST HATTON HILL, of the firm of Messrs. J. E. & E. H. Hill, solicitors, Halifax, has been appointed Coroner for the Halifax District of the West Riding of Yorkshire and the Honour of Pontefract, in succession to Mr. William Barstow, J.P.

Mr. WILLIAM S. GODDARD, barrister-at-law, has been appointed Deputy Coroner of the City of Westminster.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

ALBERT GARD and JAMES ALFRED PEARCE, solicitors (Albert Gard & Pearce), Devonport. May 6.

REGINALD JOHN ASHLEY LUMBY and JOHN EDWARD SOILLEUX MICHAEL, solicitors (Ashley Lumby & Michael), St. Stephen's-chambers, Telegraph-street, London. May 9. The said Reginald John Ashley Lumby will continue to carry on the said business under the name or style of Ashley Lumby & Co.

HARRY SHOUBRIDGE and MORGAN MAY, solicitors (Shoubridge & May), 32, Lincoln's-inn-fields, London. May 8. [*Gazette*, May 10.

WILLIAM HUNTER-HARDY and LEONARD CLARKE, solicitors (Hardy & Clarke), Brighton. May 10. In future such business will be carried on by the said Leonard Clarke. [*Gazette*, May 14.

GENERAL.

Lord Justice Vaughan Williams is stated to be suffering from influenza, and it is not expected he will return again until after the Whitsun holidays.

The judges have fixed the commission days for the Summer Assizes at Warwick and Birmingham on the Midland Circuit for the 20th of July and the 27th of July respectively.

It is stated that his Honour Judge Broughton Edge, K.C., of the Clerkenwell County Court, who has been laid up from illness for over a month, is expected to resume his duties on Monday.

Mr. Justice Cozens-Hardy announced on Tuesday that he would not hear any more witness actions during the present sittings, except the cases in that day's list and two cases fixed for hearing on Tuesday next. Further considerations would be taken on Wednesday in next week.

In the Court of Appeal on Wednesday the Lord Chief Justice, who was presiding, addressing the members of the bar, said he had received a communication from the Lord Chancellor to the effect that his Majesty the King desires his birthday to be kept on the 24th of May in each year (the birthday of Queen Victoria). No business would be transacted in the courts on that day.

A *bon mot*, says the *Daily Telegraph*, is attributed to Mr. Justice Mathew by Sir M. E. Grant Duff in the last instalment of his memoirs. A plaintiff objected to the description of "moneylender," which counsel for the defendant had applied to him, and explained that he had many other interests besides the lending of money—for instance, he was devoted to birds. "Pigeons?" asked the judge.

A meeting of the Society of Chairmen and Deputy-Chairmen of Quarter Sessions was held on Tuesday at the Guildhall, Westminster, when Viscount Cross was unanimously re-elected president and Mr. Russell James Kerr vice-president. The society considered the following Parliamentary Bills and discussed other matters affecting quarter sessions: County Justices' Clerks Bill, Jurors Expenses Bill, Larceny Bill, Licensing Boards Bill, Licensing Law Amendment Bill, Sunday Closing (Wales) Act, 1881, Amendment Bill.

The committee of King's Bench Judges, consisting of Justices Wright, Kennedy, Channell, and Phillimore, appointed to consider the question of the rearrangement of the present circuit system with a view to the continuous presence in London of a certain number of judges (six or seven being the suggested number) during the holding of the various assizes, so that the business of the King's Bench Division may not be so much interrupted as is now the case, held their first meeting, says the *Times*, at the Law Courts on Saturday afternoon. The meeting was a private one.

The *New York Evening Post*, quoted by the *Albany Law Journal*, says that Daniel H. Magruder, an ex-judge of the Maryland Court of Appeals, is a constable in Annapolis. To the protest of the citizens that constables had not been appointed, the board in charge of the matter replied that they could not find men to accept the office. When Judge Magruder stated that plenty of good men could be found, it was banteringly suggested by a prominent politician that the judge should accept, and he did.

At a meeting of the Court of Aldermen on Tuesday, the City Solicitor, who is the Lord Mayor's legal assessor, reported the unanimous election of Mr. Howard Carlile Morris, solicitor, of 2, Walbrook, who has been a member of the Common Council since 1884, as alderman of the Ward of Walbrook, in the room of the late Mr. Samuel Green. Mr. Morris, who was accompanied and introduced by a deputation of the leading inhabitants of his ward, was then formally admitted, taking the usual oaths and declaration, and being vested in his robes as an alderman.

The judges, Mathew and Lawrance, JJ., have fixed the following commission days for holding the summer assizes on the South-Eastern Circuit: Huntingdon, Tuesday, May 28; Cambridge, Thursday, May 30; Bury St. Edmund's, Tuesday, June 4; Norwich, Monday, June 10; Chelmsford, Tuesday, June 18; Hertford, Tuesday, June 25; Lewes, Saturday, June 29; Maidstone, Monday, July 8; Guildford, Tuesday, July 16. Lawrance, J., will go on the circuit alone as far as Chelmsford, and at the conclusion of business there he will return to London. Mathew, J., will take the second part of the circuit, beginning at Hertford.

We have received a copy of the February issue of the *South African Law Journal*, edited by Mr. W. H. S. Bell, solicitor. It contains an excellent portrait of Sir J. Henry De Villiers, the Chief Justice of the Supreme Court of the Cape, with a sketch of his life, many interesting articles, and a digest of cases. It appears from one of the articles that the Incorporated Law Society of the Cape of Good Hope is not in a very prosperous condition. It was incorporated in 1883, but it has, says the journal, been phlegmatic from its early days; it becomes more so as it gets older. Its meetings are irregular and ill-attended. The last general meeting, we believe, was held in August, 1899 (the Act provides that the annual meeting shall be held at Cape Town in the month of June in every year or as soon thereafter as conveniently may be). What the membership is we do not know, but we believe it is a fact that the members do not pay their subscriptions and are not asked to do so; notwithstanding this the society has a substantial cash balance in hand and the nucleus of a law library of some value.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KEKEWICH.	Mr. Justice BYRNE.
Monday, May 20	Mr. Godfrey	Mr. Lavie	Mr. Leach	Mr. Beal
Tuesday 21	King	Carrington	Godfrey	Pugh
Wednesday 22	Greswell	Lavie	Leach	Beal
Thursday 23	Church	Carrington	Godfrey	Pugh
Friday 24	Farmer	Lavie	Leach	Beal

Date.	Mr. Justice COZENS-HARDY.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.
Monday, May 20	Mr. Church	Mr. Pemberton	Mr. King	Mr. Jackson
Tuesday 21	Greswell	Jackson	Farmer	Pemberton
Wednesday 22	Church	Pemberton	King	Carrington
Thursday 23	Greswell	Jackson	Farmer	Lavie
Friday 24	Church	Pemberton	King	Pugh

The Whitsun Vacation will commence on Saturday, the 25th day of May, and terminate on Tuesday, the 28th day of May, 1901, both days inclusive.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

May 21.—Messrs. WALTON & LEE, at the Mart, at 2 (unless previously Sold Privately):—Town Residence, No 63, Curzon-street, W., held for a term of 1,000 years from 24th day of June, 1721; let upon repairing lease at £300 a year, at present producing a profit-rent of £298 10s. per annum. Solicitors, Messrs. Bell, Brodrick, & Gray, London. (See advertisement, May 4, p. 5.)

May 22.—Messrs. W. W. READ & Co., at the Mart, E.C., at 2, in Three Lots, the following valuable Freehold Investments:—Tooley-street, S.E., within eight minutes' walk of London Bridge, important Investments arising from valuable and extensive Freehold Properties, all well let to excellent tenants, principally on repairing lease, and montnly and weekly tenancies, at rentals amounting to £521 8s. per annum. Solicitors, Messrs. Arkcoll, Cockell, & Chadwick, London (See advertisement, this week, p. 4.)

May 23.—Messrs. STIMSON & SONS, at the Mart, at 2:—Reversion, on the death of two ladies aged 69 and 58 years, to Two-fifth Share in a Freehold Estate at Burgh-le-Marsh, Lincoln, producing £185 per annum. Solicitors, Messrs Lesser & Danger, London. (See advertisement, this week, p. 4.)

RESULT OF SALE.

Messrs. H. E. FOSTER & CRANFIELD sold, at the Mart on Wednesday last, a valuable Freehold Building Site, now occupied by No. 21, Paternoster-row, E.C., embracing a superficial area of 7248ft., for £5,500 This is believed to be the only plot of freehold building land in the Row which has been offered by public auction for some years. A Block of Freehold Building Land at Twickenham, about ¾ acre in extent, was sold for £305.

REVERSIONS, LIFE POLICIES, &c.

The same Firm also held their usual Fortnightly Sale (No. 491) of the above Interests, at the Mart, E.C., on Thursday last, the chief items in their list being seven valuable old Life Policies for sums amounting with bonus additions to £53,755 on the life of the Right Hon. Charles Lord Suffield. These lots were sold for £37,803. The total of the sale being £44,100.

REVERSIONS:

Absolute to Two-fifths	£22,000; life 65	Sold £4,800

POLICIES:

For £3,000,	Equity and Law; life 72	£4,000
„ 5,000,	Same Office and life	7,200
„ 5,000,	„ „	6,300
„ 4,000,	„ „	6,500
„ 1,000,	„ „	1,600
„ 5 000,	Law Life; same life	6 000
„ 5,000,	„ „	6,200
„ 6,000,	Scottish Provident; life 40	1,510

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 10.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRECONSHIRE STEAMSHIP CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts and claims, to John William Thompson, Royal Insurance bldgs, Queen st, Newcastle on Tyne

BRITISH PRINTING PRESS, LIMITED—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Edward Joseph Townsend, 52, Queen Victoria st. Ryland, 11, Ironmonger lane, solor for liquidator

CENTRAL WHOLESALE FURNISHING CO, LIMITED—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to James Blakey, 42, Spring gdns, Manchester. Adams, Manchester, solor to liquidator

DEVON ARSENIC MANUFACTURING CO, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to James Robert Mackay, 45, West Nile st, Glasgow

GARTSIDE & CO, OF MANCHESTER, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to William Lees and George Bolden, 56, Fountain st, Manchester

GRIMSBY FISHING VESSEL OWNERS' ASSOCIATION, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Benjamin John Avery, Fish Docks, Grimsby. Bates & Mountain, Gt Grimsby, solors for liquidator

LONDON AND INTERNATIONAL CONVERSIONS CO, LIMITED—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to Frank Hall Kingham, 9 and 10, Fenchurch st. Dennison & Co, 71, Gracechurch st, solors for liquidator

SIMPLEX BOLT CO, LIMITED—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to Edward Henry Young, 8, Drapers' gdns. Parker & Richardson, Finsbury House, Blomfield st, solors to liquidator

WRIGHT & CO (BRIERLEY HILL), LIMITED—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to Thomas Henry Gough, 267, Castle st, Dudley. Homfray & Co, Brierley Hill, solors for liquidator

London Gazette.—TUESDAY, May 14.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BROUGHTON MOOR QUARRIES DEVELOPMENT CO, LIMITED—Creditors are required, on or before June 29, to send their names and addresses, and the particulars of their debts or claims, to William Harrison, Cleveland bldgs, Middlesborough. Webster, Darlington, solor for liquidator

COMMERCIAL TELEGRAPH CONSTRUCTION SYNDICATE, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Cecil Queenell, 7, Angel ct, Throgmorton st. Burchells & Co, 5, Sanctuary, Westminster, solors to liquidator

FRAEN, ROBERTSON, & CO, LIMITED—Creditors are required, on or before June 25, to send their names and addresses, and the particulars of their debts or claims, to Mr John Robertson, 79, Green st, Middleton. Ascroft & Maw, Oldham, solors for liquidator

FINANCE MINES AND INDUSTRIES ASSOCIATION, LIMITED—Petn for winding up, presented April 29, directed to be heard May 22. Trase & Enever, 25, Coleman st, solors and petners Notice of appearing must reach the above-named not later than six o'clock in the afternoon of May 21

MILTON PRINTING INK AND CHEMICAL CO, LIMITED—Creditors are required, on or before June 4, to send their names and addresses, and the particulars of their debts or claims, to Joseph Clement Bladen, Albion st, Hanley. Bennett & Baddeley, solors for liquidators

NEW BARNET COFFEE TAVERN CO, LIMITED—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Arthur Jean Gaury, Rectory House, Martin's lane. Malkin & Co, Martin's lane, solors for liquidator

NEWMANS EXPLORATION CO, LIMITED—Petn for winding up, presented May 13 directed to be heard May 22. Forbes, 7, Queen st, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 20

W. W. DUNCAN & CO, LIMITED—Petn for winding up, presented May 11, directed to be heard May 22. Tyrrell & Co, 1, 2, and 3, Albany Court yard, Piccadilly, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 21

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 10.

BARROW, BENJAMIN, Southlands, Ryde, I W June 7 Pemberton v Barrow, Byrne, J Arnould. New ct, Lincoln's inn

DAVIS, THOMAS, Skipton, Yorks, Wine Merchant June 4 Davis v Davis, Byrne, J Brown & Wood, Skipton

HARTLEY, WILLIAM, Settle, Yorks, Solicitor June 29 Hartley v Hartley, Kekewich, J Vant, Settle

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 26.

ARMSTRONG, The Right Hon WILLIAM GEORGE BARON, Newcastle upon Tyne June 8 Dees & Thompson, Newcastle upon Tyne

BANKS WILLIAM JOHN, Oxney Court, nr Dover May 22 E W & V Knocker, Dover

BARNARD, CHARLES, West Dulwich May 22 Batchelor & Cousins, Walbrook

BASTOW, MARGARET, Bradford, Innkeeper May 28 Godfrey & Co, Halifax

BAYNE, ROBERT, Kingsley, Bucks May 25 Barfield & Barfield, Finsbury pavement

BRIERLEY, JOHN, Whitefield, Lancs, Dyer June 1 Grundy & Co, Manchester

CANTON, FREDERICK, Brighton May 17 Garland, Queen Victoria st

CARD, THOMAS, Tunbridge Wells, Carman June 1 Crippe & Co, Tunbridge Wells

CARTE, RICHARD D'OYLY, Adelphi ter, Strand May 25 Woodhouse & Helderwick, Ludgate hill

CECIL, Lord LIONEL, Orchardmains, nr Tonbridge June 10 Nicholson & Co, Princes st, Stovey's gt
COOK, MARY JANE, Hereford June 1 Wallis, Hereford
COOPER, WILLIAM JOHN, Gosport, Hants, Dairyman May 27 Blake & Co, Portsmouth
FORSTER, GEORGE BAKER, Newcastle upon Tyne, Engineer June 8 Dees & Thompson, Newcastle upon Tyne
FOSNER, THOMAS, St Leonards on Sea June 24 Simpson & Co, Gracechurch st
FREEMAN, JAMES, Watlington, Oxford, Farmer July 20 Jones, Watlington
GOTT, THOMAS ATKINSON, Kendal, Westmorland June 5 Milne, Kendal
GREENWOOD, JOSEPH, Shadwell, nr Leeds, Omnibus Proprietor May 18 Bulmer & Lawson, Leeds
GULLY, ELEANOR SLADE, Andover, Southampton May 25 Shilson & Co, St Austell, Cornwall
HANBURY, CHARLES ADDINGTON, East Barnet June 4 Dawes & Sons, Angel ct, Throgmorton st
HILL, THOMAS HENRY, Harders rd, Peckham May 30 Carr, Gt Tower st
HOBBS, FRANCIS THOMAS JONES, Cheltenham May 31 Mallory, Cheltenham
HOBSON, HENRY, Moseley, Worcester June 6 Burton, Birmingham
HUNT, JAMES, Drybridge Farm, Monmouth May 6 Tweedy, Executor
ISGAR, JOHN, East Brent, Somerset, Farmer May 25 Bishop, Bridgwater
JEPPS, CHARLES FREDERICK, Streatham Hill May 27 Howard, Tower chmbrs, Moorgate
LADD, ANN, South Norwood June 12 Marshall & Marshall, Bloomsbury sq
LANGE, HERMANN, Withington, nr Manchester, Banker June 11 Mellor, Manchester
LEWIS, JAMES, Cheltenham June 24 Cunliffes & Davenport, Chancery ln
LINDOP, JAMES, Bloxwith, Staffs, Mining Engineer June 24 Evans, Walsall
LISTER, EMMA, Leeds June 1 Booth & Co, Leeds
LIVINGSTON, FANNY, Liverpool May 23 Lowndes & Co, Liverpool
LUCAS, CHARLES, Redhill April 5 Brydone & Pitfield, Petworth, Sussex
LYNN, MARGARET, South Shields May 18 Stainton, South Shields
LYTTELTON, SYBELLA HARRIET Lady, Chantry, nr Ross, Hereford July 1 James & Son, Hereford
METCALFE, HENRIETTA ELLEN, Leeds May 25 Emsley & Co, Leeds
METCALFE, WILLIAM, Leeds, Innkeeper May 25 Emsley & Co, Leeds
MOORE, MARY JANE, Ryde, I of W June 17 Bloxam & Co, Lincoln's inn
NAYLOR, ROBERT, High Hold, nr Chester le Street, Durham, Newsagent May 25 Nicholson & Martin, Stanley, Durham
NEALE, LEWIS FREDERICK, Birmingham, Hatter April 30 Nichols, Birmingham
NICKOLS, THOMAS, Leeds, Surgeon May 18 Bulmer & Lawson, Leeds
OGILVIE, LESLIE, Welbeck st, Cavendish sq, Physician May 30 Guthrie, Bedford row
PIDCOCK, FRANCES, Box, Wilts June 1 Withers & Withers, Arundel st, Strand
RATTRAY, REBECCA, Oseney cres, Camden Town May 31 Reed & Reed, Basinghall st
REBBECK, ELIZABETH, Seaton st, Hampstead rd June 14 Riddell & Co, John st, Bedford row
ROBINSON, ELIZABETH, Harpenden, Herts May 16 Tuckey, Harpenden
SALKELD, WILLIAM, Shortlands, Kent, Lace Merchant May 31 Reed & Reed, Basinghall st
SAMPSON, CATHERINE, Weymouth May 27 Clowes & Co, Temple
SILVESTER, ELIZABETH JANE, Gresham rd, Brixton May 31 Reed & Reed, Basinghall st
SILVESTER, FRANK, Gresham rd, Brixton May 31 Reed & Reed, Basinghall st
STERN, JAMES Angel court Merchant June 10 Hollams & Co, Mincing ln
TOMLINSON, WILLIAM, Chadderton Lanes, Farmer June 10 Ascroft & Maw, Oldham
TRUELL, ROBERT HOLT, CB, Wimborne Minster, Dorset May 11 Luff & Raymond Wimborne Minster
WALKER, Sir JAMES HERON, Sand Hutton, Yorks June 1 Crust & Co, Beverley
WALLIS, PERCY, Ashbourne, Derby May 18 Smith & Bostock, Derby
WEDMORE, Dr CHARLES ERNEST, Chapmanslade, Wilts May 10 Frank Wedmore, care of Salisbury & Griffiths, Bristol
WILKINSON, Rev EDWARD ABERCROMBIE, Whitworth, Durham June 8 Dees & Thompson, Newcastle upon Tyne
WIMPERIS, EDMUND MORISON, Streatham, Vice-President R I P W C May 29 Thomas, Clement's inn

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 10.

RECEIVING ORDERS.

ALBAN, WILLIAM GORE, Westmoreland rd, Bayswater, Major in His Majesty's Army High Court Pet March 22 Ord May 7
ATKINSON, WILLIAM BROWN, and ULRICH ATKINSON, Bradford, Fruit Merchants Bradford Pet May 6 Ord May 6
BAILEY, VINCENT, Foots Cray, Kent, Traveller Croydon Pet May 6 Ord May 6
BATES, JOSEPH, Wigan, General Dealer Wigan Pet May 7 Ord May 7
BEST, MARK, Doncaster, Butcher Sheffield Pet May 6 Ord May 6
BIRCH, LOUISA MARY, GERTRUDE MAUD BIRCH, and LILIAN LUCY BIRCH, Birmingham, Milliners Birmingham Pet April 13 Ord May 7
BLAIN, JAMES EDWARD, South Shields Ship Broker Newcastle on Tyne Pet April 29 Ord May 6
BROWN, CHARLES, Biggleswade, Beds, Potato Merchant Bedford Pet April 10 Ord May 8
BROWN, JANE, Clapham, Grocer Wandsworth Pet May 6 Ord May 6
BURNISTON, GEORGE, Kingston upon Hull, Pawnbroker Kingston upon Hull Pet May 7 Ord May 7
BURTON, FREDERICK, Wolverhampton, Grocer Wolverhampton Pet April 23 Ord May 8
CAPES, CHARLES THOMAS, Brixton rd, Surrey, Tailor High Court Pet May 7 Ord May 7
CHATTELL, W J, Lothbury, Financier's Clerk High Court Pet April 3 Ord May 7
CRAWLEY, MARIA M, and EDITH H TULLETT, St Leonards on Sea, Boarding House Keepers Hastings Pet April 11 Ord May 6
CRIPPS, ALFRED, Notting Hill, Jobmaster High Court Pet April 20 Ord May 6
CROOKE, THOMAS, Monk Okehampton, Devon Plymouth Pet May 7 Ord May 7
CRUXTON, FRANK, Newmarket, Suffolk, Licensed Victualler Cambridge Pet May 6 Ord May 6
DAVIES, JOHN, Rhianfa, Criccieth, Carnarvons, Master Mariner Portmadoc Pet May 4 Ord May 4
FLEMING, HENRY, Balham Wandsworth Pet April 17 Ord May 7
FORD, JOHN CHARLES, Weymouth, Dairyman Dorchester Pet May 6 Ord May 6
FRY, EDWARD SWINDFORD, Sandwich, Kent, Licensed Victualler Canterbury Pet May 6 Ord May 6
GROVES, HENRY, Catford, Kent, Dealer in China Greenwich Pet April 19 Ord May 7
HARGRAVE, CHARLES, King's rd, Chelsea, Fishmonger High Court Pet May 7 Ord May 7
HENDERSON, GEORGE, Tyne Dock, Durham, Farmer Newcastle on Tyne Pet May 4 Ord May 4
HUGHES, WILLIAM, Pontrhiwceiber, Glam, Undertaker Pontypridd Pet May 7 Ord May 7
JEBSON, ELLA, Worcester, Hosier Worcester Pet May 6 Ord May 6
JONES, RICHARD OWEN, Newtown, Montgomery, Grocer Newtown Pet May 8 Ord May 8
JONES, WILLIAM, Penmaenmawr, Carnarvon, Butcher's Assistant Bangor Pet May 6 Ord May 6
LONGSTAFF, ROBERT, Wolsingham, Durham, Grocer Durham Pet April 24 Ord May 6
MCCATHIE, JOHN, Gray's inn rd, Licensed Victualler High Court Pet April 12 Ord May 8
MARKWICK, ARTHUR RICHARD, Addlestone, Surrey, Butcher Kingston, Surrey Pet May 6 Ord May 6
MARSH, STEPHEN, Hamstreet, Orlestone, Kent, Saddler Canterbury Pet May 8 Ord May 8
MITCHELL & THEURER, Mason's av, Basinghall st, Licensed Victuallers High Court Pet April 24 Ord May 8
NEILD, ALFRED WILLIAM, Uttoxeter, Staffs, General Dealer Burton on Trent Pet May 6 Ord May 6
NORMINTON, FRED HARRY, Ashton under Lyne, Grocer Ashton under Lyne Pet May 3 Ord May 6
PARKER, PRUDENCE GERTRUDE, Wolverhampton, Dressmaker Wolverhampton Pet May 6 Ord May 6
PULLEN, JAMES, Kennington Park rd, Builder High Court Pet April 15 Ord May 8
ROBERTS, HIRAM, Savile Town, Dewsbury, Engineer Bradford Pet May 6 Ord May 6
ROUTLEDGE, JAMES, Newcastle on Tyne, Wine Merchant Newcastle on Tyne Pet May 7 Ord May 7
STERN, LUCAS, Richmond rd, Bayswater, Tailor High Court Pet May 7 Ord May 7
STRAFFEN, EDWARD NAYLOR, Builth Wells, Brecon Butcher Newtown Pet May 6 Ord May 6
SWIFT, MARK WILLIAM, Halton, nr Leeds, Butcher's Manager Leeds Pet May 7 Ord May 7
TAYLOR, JOSEPH WILSON, Norfolk st, Strand, Chartered Accountant High Court Ord Feb 23
TAYLOR, THOMAS, Warbreck Moor, Aintree, Lancs, Grocer Liverpool Pet May 8 Ord May 8
TAYLOR, WILSON, Norfolk st, Strand, Accountant High Court Pet Feb 7 Ord Feb 26
THOMSON, GEORGE, Kingston upon Hull, Clerk Kingston upon Hull Pet May 6 Ord May 6
WAIN, CHARLES EDWARD, Bradford, Warehousman Bradford Pet May 7 Ord May 7

FIRST MEETINGS.

ALBAN, WILLIAM GORE, Westmoreland rd, Bayswater May 21 at 2.30 Bankruptcy bldgs, Carey st
BAILEY, VINCENT, Foots Cray, Kent, Traveller May 17 at 11.30 24, Railway app, London Bridge
BAKER, JAMES, WALTER JAMES, and THOMAS BROWN, Scarborough, Timber Merchants May 20 at 11 174, Corporation st, Birmingham
BLAIN, JAMES EDWARD, South Shields, Ship Broker May 17 at 11.45 Off Rec, 30, Mosley st, Newcastle on Tyne
BOWYER, JOSEPH, Derby, Butcher May 18 at 11 Off Rec, 47, Full st, Derby
BOYNS, SYDNEY, Landport, Hants, Builder May 17 at 3 Off Rec, Cambridge junc, High st, Portsmouth
CAPES, CHARLES THOMAS, Brixton rd, Tailor May 20 at 12 Bankruptcy bldgs, Carey st
CAVE, GEORGE HERBERT, Kingsland, Southampton, Mineral Water Manufacturer May 21 at 12 Off Rec, 172, High st, Southampton
CHATTELL, W J, Lothbury, Financier's Clerk May 21 at 12 Bankruptcy bldgs, Carey st
CRANE, THOMAS, Marsham, Norfolk, Farmer May 18 at 12 Off Rec, 8, King st, Norwich
CRIPPS, ALFRED, Notting Hill, Jobmaster May 21 at 11 Bankruptcy bldgs, Carey st
DAVIES, JOHN, Rhianfa, Criccieth, Carnarvon, Master Mariner May 17 at 11 Sportsman Hotel, Portmadoc
DEARLING, GEORGE THOMAS, Wellington, Salop, Timber Marker May 10 at 11.30 County Court Office, Madeley
EVANS, JOSEPH HENRY, Brynmawr, Brecons, Tailor May 17 at 12 135, High st, Merthyr Tydfil
FORSTER, FREDERICK, Northwich, Corn Merchant May 24 at 10 30 Royal Hotel, Crewe
HALLIGAN, ROBERT ALEXANDER, Melton Mowbray May 17 at 12 Off Rec, 1, Berridge st, Leicester
HENDERSON, GEORGE, Tyne Dock, Durham, Farmer May 17 at 11.15 Off Rec, 30, Mosley st, Newcastle on Tyne
HUBBARD, ARTHUR, Countesthorpe, Leicesters, Coal Dealer May 17 at 3 Off Rec, 1, Berridge st, Leicester
JACOBY, GUSTAV, Inglewood rd, West Hampstead, Leather Merchant May 21 at 2.30 Bankruptcy bldgs, Carey st
JEBSON, ELLA, Shambles, Worcester, Hosier May 20 at 11.45 45, Copenhagen st, Worcester
JONES, JOHN PARRY, Talybont, Cardigans, Watchmaker May 22 at 11 Townhall, Aberystwith
JONES, WILLIAM HENRY, Stockport, Cheshire May 17 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
KITCHING, FRANK PARKER, Brompton, Yorks, Innkeeper June 3 at 11.30 Court House, Northallerton
KNOWLES, EDWIN WILLIAM, Southtown, Norfolk, Painter May 18 at 12 30 Off Rec, 8, King st, Norwich
MOON, WILLIAM, and WILLIAM GARNER, Hastings, Builders' Merchants May 17 at 3 Assembly Rooms, Queen's av, Hastings
MURPHY, BERTRAM SAMUEL JOSEPH FINNISTON O'NEILL, Buckingham Palace rd May 21 at 12 Bankruptcy bldgs, Carey st
NEAL, DAVID, East Dulwich Cigar Importer May 22 at 11 Bankruptcy bldgs, Carey st
NEAL, THOMAS, Chase ter, nr Walsall, Staffs, Grocer May 17 at 11.30 Off Rec, Wolverhampton
NICHOLSON MARY, Warrington, Glass Dealer May 17 at 2 30 Off Rec, Byrom st, Manchester
NORMINTON, FRED HARRY, Ashton under Lyne, Grocer May 17 at 3 Off Rec, Byrom st, Manchester
PLANT, JAMES ENOCH, WILLIAM PLANT, and BENJAMIN HEYWOOD COOKSON, Longton, Staffs, Earthenware Manufacturers May 20 at 2.30 North Stafford Hotel, Stoke on Trent
PRICE WILLIAM, Blaenavon, Mon, Carpenter May 17 at 3 135, High st, Merthyr Tydfil
BATH, ADOLPHUS ISIDORE, Grove ln, Camberwell, Rubber Tyre Manufacturer May 23 at 11 Bankruptcy bldgs, Carey st
ROBSON, CHARLES HENRY MEGSON, Brighton, Solicitor May 17 at 2 30 Off Rec, 4, Pavilion bldgs, Brighton
SADLER, WILLIAM ARDEN CROMMELIN, Oxford May 17 at 12 1, St Aldate's, Oxford
SELLS, ARTHUR WELLESLEY, Putney, Barrister May 23 at 12 Bankruptcy bldgs, Carey st
SIDLEY, RALPH, Gloucester May 18 at 12 Off Rec, Station rd, Gloucester
SKELTON, FRANK, Sheffield, Musical Instrument Dealer May 17 at 12 Off Rec, Figtree ln, Sheffield
STEPHENSON, WILLIAM, Kingston upon Hull, Butcher May 17 at 11 Off Rec Trinity house ln, Hull
STIGINOS, SIDNEY, Totnes, Manager of Coal Stores May 20 at 11 6, Athenæum ter, Plymouth
STONE, SARAH, Stockport, Grocer May 17 at 12 Off Rec, County chmbrs, Market pl, Stockport
STRAFFEN, EDWARD NAYLOR, Builth Wells, Brecon, Butcher May 20 at 11.30 1, High st, Newtown
SWANWICK THOMAS PHILIP HENRY, Walsall, Staffs, Cab Driver May 20 at 11.30 Off Rec, Wolverhampton
TILL, OLIVER, Catford, Kent, Commission Agent May 17 at 12 30 24, Railway ap, London Bridge
WALLER WILLIAM HENRY, Battersea, Licensed Victualler May 23 at 11 Bankruptcy bldgs, Carey st
WIDDUP, JOSEPH, JOSEPH SUTCLIFFE WIDDUP, SMITH FIELDEN, THOMAS WATSON HOLDSWORTH, and FRED GILL, Shade, Todmorden, Cotton Manufacturers May 17 at 3 15 Off Rec, Byrom st, Manchester
WILDGOOSE, JOB, Radcliffe, Lancs, Grocer May 17 at 11 Off Rec, County chmbrs, Market pl, Stockport
WILSON, FRANK WILLIAM, Sheffield, Ironmonger May at 12 30 Off Rec, Figtree ln, Sheffield

ADJUDICATIONS.

BATES, JOSEPH, Wigan, Lancs, General Dealer Wigan Pet May 7 Ord May 7
BEST, MARK, Doncaster, Butcher Sheffield Pet May 6 Ord May 6
BURNISTON, GEORGE, Kingston upon Hull, Pawnbroker Kingston upon Hull Pet May 7 Ord May 7
CAPES, CHARLES, THOMAS, Brixton rd, Tailor High Court Pet May 7 Ord May 7
CLIFF, MARIA, and MARIA GRIFFITHS, Smethwick, Staffs, Fancy Drapers West Bromwich Pet April 3 Ord May 3
CRANE, THOMAS, Marsham, Norfolk, Farmer Norwich Pet April 23 Ord May6
CROSSLEY, JOHN THOMAS, Salisbury sq, Fleet st, Bookmaker High Court Pet Feb 26 Ord May 6
CROOKE, THOMAS, Monk Okehampton, Devon, Constable Plymouth Pet May 7 Ord May 7
DAVIES, JOHN, Rhianfa, Criccieth, Carnarvons, Master Mariner Portmadoc Pet May 4 Ord May 4
DAVIES, WILLIAM, and ERNEST WILLIAM SMITH, Roath, Cardiff, Drapers Cardiff Pet March 19 Ord May 2
DEARLING, GEORGE THOMAS, Wellington, Salop, Timber Marker Madeley Pet May 3 Ord May 8
FORD, JOHN CHARLES, Weymouth, Dairyman Dorch ter Pet May 6 Ord May 6
FRY, EDWARD SWINDFORD, Sandwich, Kent, Licensed Victualler Canterbury Pet May 6 Ord May 6
GEORGE, LOUIS, jun, Smethwick, Staffs, Grocer West Bromwich Pet March 22 Ord May 3

HENDERSON, GEORGE, Tyne Dock, Durham, Farmer Newcastle on Tyne Pet May 4 Ord May 6
HUBBARD, ALEXANDER ROBERT, Richmond, Butcher Wandsworth Pet April 11 Ord May 6
HUGHES, WILLIAM, Penrhiwceiber, Glam, Undertaker Pontypridd Pet May 7 Ord May 7
JESSON, ELLA, Worcester, Hosier Worcester Pet May 6 Ord May 6
JONES, WILLIAM, Penmaenmawr, Carnarvon, Butcher's Assistant Bangor Pet May 6 Ord May 6
KNOWLES, MARY ELIZABETH, Birmingham, Farmer Birmingham Pet April 30 Ord May 7
LANE, HOWARD, Birmingham, Engineer Birmingham Pet March 4 Ord May 6
MARSH, STEPHEN, Orlestone, Kent, Saddler Canterbury Pet May 8 Ord May 8
PARKER, PRUDENCE GERTRUDE, Wolverhampton, Dressmaker Wolverhampton Pet May 6 Ord May 6
PIKE, WILLIAM GOOD, Worcester, Auctioneer Worcester Pet Feb 18 Ord May 8
PLANT, JAMES ENOCH, and WILLIAM PLANT, and BENJAMIN HEYWOOD COOKSON, Longston, Staffs, Earthenware Manufacturers Stoke upon Trent Pet May 2 Ord May 7
ROBERTS, HIRAM, Dewsbury, Yorks, Engineer Bradford Pet May 6 Ord May 6
ROUTLEDGE, JAMES, Newcastle on Tyne, Wine Merchant Newcastle on Tyne Pet May 7 Ord May 7
SCOTT, THOMAS WILLIAM, Gt Yarmouth, Coachbuilder Gt Yarmouth Pet May 2 Ord May 6
STERN, LUCAS, Richmond rd, Bayswater, Tailor High Court Pet May 7 Ord May 7
SWIFT, MARK WILLIAM, Halton, nr Leeds, Butcher's Manager Leeds Pet May 7 Ord May 7
THOMSON, GEORGE, Kingston upon Hull, Clerk Kingston upon Hull Pet May 6 Ord May 6
WAIN, CHARLES EDWARD, Bradford, Warehouseman Bradford Pet May 7 Ord May 7
WELSH, THOMAS, Stratford, Builder High Court Pet April 1 Ord May 6
WHITE, WILLIAM, Bath, Ironmonger Bath Pet March 30 Ord May 8

London Gazette.—TUESDAY, May 14.

RECEIVING ORDERS.

ANKER, GEORGE WILLIAM, Peterborough, Engineer Peterborough Pet May 11 Ord May 11
ATTREE, WILLIAM GREGORY, Belvedere, Kent, Dairyman Rochester Pet May 10 Ord May 10
ATTWOOD, JOSEPH, Old Hill, Staffs, Butcher Dudley Pet May 9 Ord May 9
BARRETT, FRANCIS JAMES, Buckfastleigh, Devon, Boot Maker Plymouth Pet May 9 Ord May 9
BILLING, CHARLES, Llangarren, Farmer Leominster Pet May 11 Ord May 11
BINGHAM, ROBERT SYKES, Sheffield, Provision Merchant Sheffield Pet April 26 Ord May 9
BRADLEY, WALTER, Nottingham, Grocer's Assistant Nottingham Pet May 11 Ord May 11
BREAKWELL, GEORGE, Wolverhampton, Hairdresser Wolverhampton Pet May 9 Ord May 9
BROOKSMITH, EDWARD, Battersea Rise, Schoolmaster High Court Pet May 10 Ord May 10
BURTON, FRANCIS GIFFARD, and ROBERT JOHN BURTON, Wincobank, Yorks, Drapers Sheffield Pet May 10 Ord May 10
BULLEID, JOHN GEORGE LAWRENCE, Glastonbury, Solicitor Wells Pet May 11 Ord May 11
CARLIN, SAMUEL CHARLES, Brownhills, Staffs, Grocer Walsall Pet May 10 Ord May 10
CLARKE, ROBERT, Nottingham, Coal Miner Nottingham Pet May 9 Ord May 9
CLAYDON, THOMAS, Canterbury, Accountant Canterbury Pet May 10 Ord May 10
COURT, EDWARD, King's Norton, Worcs, Bricklayer Birmingham Pet May 11 Ord May 11
CUNNINGHAM, GEORGE MABON, Middlesborough, Draper's Assistant Middlesborough Pet May 9 Ord May 9
DAY, CLIFFORD, Bartholomew close, Collar Manufacturer High Court Pet April 22 Ord May 9
ELDRED, T W, Gelcestone rd, Upper Clapton, Shirt Dresser High Court Pet April 4 Ord May 10
FELDMAN, S F, epi alfields, Boot Dealer High Court Pet April 10 Ord May 9
FOSS, JOHN, Maida vale High Court Pet April 17 Ord May 10
FOWLER, JOHN, Nottingham Nottingham Pet May 9 Ord May 9
FRENCH, THOMAS, Teignmouth, Hay Merchant Exeter Pet May 9 Ord May 9
GEE, GEORGE, Handsworth, Staffs, Builder Birmingham Pet May 11 Ord May 11
GOODLIFFE, WALTER, Worthing, Florist Brighton Pet May 9 Ord May 9
GRIGGS, MARK, Woodford, Essex, Grocer High Court Pet April 19 Ord May 10
HOPKINSON, JOSEPH, Gateshead, Hay Merchant Newcastle on Tyne Pet May 9 Ord May 9
HORSLEY, SAMUEL REYNOLDS, King's Lynn, Norfolk, Builder King's Lynn Pet May 11 Ord May 11
INGHAM, RUSHTON, Heywood, Butcher Bolton Pet May 9 Ord May 9
IRELAND, ROBERT, Chancery ln, Restaurant Keeper High Court Pet April 15 Ord May 10
JOHNS, JAMES, Upper Tooting Wandsworth Pet Feb 26 Ord May 9
JONES, MORGAN, Merthyr Tydfil, Butcher Merthyr Tydfil Pet May 9 Ord May 9
LOCK, WILLIAM HENRY, Penrhiwceiber, Glam, Boot Dealer Pontypridd Pet May 9 Ord May 9
MARKIN, JOHN HENRY, Hanbury, nr Bromsgrove, Farmer Worcester Pet May 11 Ord May 11
MASON, GEORGE, Sheffield, Greengrocer Sheffield Pet May 9 Ord May 9
MAUGHAN, WILLIAM, and MATTHEW MAUGHAN, West Hartlepool, Carters Sunderland Pet May 9 Ord May 9
MOON, ALFRED EDMUND, Birmingham, Grocer Birmingham Pet May 9 Ord May 9
PURLAND, JAMES, and WILLIAM LYONS, Walsall, Staffs, Tanners Walsall Pet May 9 Ord May 9
SIMPSON, RICHARD, Skipton, Yorks, Grocer's Traveller Bradford Pet May 10 Ord May 10
STRAFFORD, JOHN EDWARD, Hollinwood, Lancs, Plumber Oldham Pet May 11 Ord May 11
STRANGEWAYS, COLVILLE, Bolton, Clerk Bolton Pet May 10 Ord May 10
TEASDALE, THOMAS, St Anne's villas, Holland pk High Court Pet Feb 25 Ord May 9
UNSWORTH, WILLIAM, Manchester, Pianoforte Dealer Manchester Pet May 9 Ord May 9
WARD, WILLIAM GEORGE, Old Trafford, nr Manchester, Theatrical Manager Salford Pet April 24 Ord May 8
WILKIE, WILLIAM, Haydock, Lancs, Horse Tenter Liverpool Pet May 11 Ord May 11
WILSON, JOHN WILLIAM, Bingley, Yorks, General Draper Bradford Pet April 22 Ord May 9

FIRST MEETINGS.

ATKINSON, WILLIAM BROWN, and ULRICH ATKINSON, Bradford, Fruit Merchants May 22 at 11 Off Rec, 31, Manor row, Bradford
BATES, JOSEPH, Wigan, Lancs, General Dealer May 22 at 3 Off Rec, Exchange st, Bolton
BEALE, WILLIAM HENRY, Handsworth May 23 at 12 Off Rec, Wolverhampton
BREAKWELL, GEORGE, Wolverhampton, Hairdresser May 23 at 12.30 Off Rec, Wolverhampton
BROWN, JANE, Clapham, Grocer May 22 at 12.30 24, Railway app, London Bridge
BUCKTON, JOSEPH, Bramley, Leeds, Currier May 22 at 11 Off Rec, 22, Park row, Leeds
BURNISTON, GEORGE, Kingston upon Hull, Pawnbroker May 21 at 11 30 Off Rec, Trinity House in, Hull
BURTON, FREDERICK, Wolverhampton, Grocer May 23 at 11 Off Rec, Wolverhampton
CHAPMAN, CHARLES THOMAS, Isle of Ely, Cambs, Timber Salesman May 21 at 3 Off Rec, 8, King st, Norwich
COOK, GEORGE FREDERICK, Bradford, Electrical Engineer May 21 at 11 Off Rec, 31, Manor row, Bradford
DAY, CLIFFORD, Bartholomew close, Collar Manufacturer May 23 at 11 Bankruptcy bldgs, Carey st
DEARDEN, CHARLES A, Plynnon Groesw, nr Holywell, Flint, Brickmaker May 23 at 3 Crypt chmbrs, Eastgate row, Chester
ELLIOTT, THOMAS, Rowsley, Derbys, Farmer May 21 at 12 Off Rec, 47, Full st, Derby
FORD, JOHN CHARLES, Weymouth, Dairyman May 21 at 12 45 Off Rec, Endless st, Salisbury
FRENCH, THOMAS, Teignmouth, Hay Merchant May 30 at 10.45 Off Rec, 13, Bedford circus, Exeter
FRY, EDWARD SWINSFORD, Sandwich, Kent, Licensed Victualler May 30 at 9 Off Rec, 68, Castle st, Canterbury
HARGRAVE, CHARLES, King's rd, Chelsea, Fishmonger May 21 at 11 Bankruptcy bldgs, Carey st
HODGETTS, FRANK LANGLEY GREEN, nr Oldbury, Worcester, Grocer's Assistant May 23 at 12.30 174, Corporation st, Birmingham
HOPKINSON, JOSEPH, Gateshead, Hay Merchant May 22 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
HUBBARD, ALEXANDER ROBERT, Richmond, Butcher May 22 at 11.30 24, Railway app, London Bridge
INGHAM, RUSHTON, Heywood, Butcher May 23 at 3 Off Rec, Exchange st, Bolton
KNOWLES, MARY ELIZABETH, Bewdley, Worcester, Farmer May 23 at 11 174, Corporation st, Birmingham
LAMBERT, THOMAS, Burnley, Lancs, Vanman May 24 at 12.15 Exchange Hotel, Nicholas st, Burnley
LONDON, FREDERICK, Handsworth, Staffs May 22 at 12 174, Corporation st, Birmingham
MCCATHIE, JOHN, Gray's inn rd, Licensed Victualler May 22 at 12 Bankruptcy bldgs, Carey st
MARSH, STEPHEN, Hamstreet, Orlestone, Kent, Saddler May 30 at 9 30 Off Rec, 68, Castle st, Canterbury
MORGAN, WILLIAM CULE, Pontypridd, Glam, Butcher May 21 at 12 135, High st, Merthyr Tidfil
PARKER, PRUDENCE GERTRUDE, Wolverhampton, Dressmaker May 23 at 11 30 Off Rec, Wolverhampton
PITT, DAVID, jun, Reigate, Surrey May 29 at 12 Bankruptcy bldgs, Carey st
PORTER, ROBERT HARVEY, Westhay, Meare, Somerset, Farmer May 22 at 12.15 Off Rec, Baldwin st, Bristol
REES, WILLIAM, Penclawdd, Glam, Grocer May 21 at 12 Off Rec, 31, Alexandra rd, Swansea
ROBERTS, HIRAM, Savile Town, Dewsbury, Yorks, Engineer May 21 at 12 Off Rec, 31, Manor row, Bradford
ROBINSON, W H, Somers Town May 24 at 2 30 Bankruptcy bldgs, Carey st
ROPER, CHARLES, Nettlebridge, nr Oakhill, Grocer May 22 at 12 Off Rec, Baldwin st, Bristol
ROUTLEDGE, JAMES, Newcastle on Tyne, Wine Merchant May 21 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
SCOTT, THOMAS WILLIAM, Gt Yarmouth, Coachbuilder May 21 at 2 30 Off Rec, 8, King st, Norwich
STERN, LUCAS, Richmond rd, Bayswater, Tailor May 23 at 12 Bankruptcy bldgs, Carey st
STEVENS ADA MARY, Salisbury May 22 at 2.30 Room 53, Bankruptcy bldgs, Carey st
STEVENSON, JOHN BERNARD, Windsor, Grocer May 21 at 3 95, Temple chmbrs, Temple av
STOCKTON, THOMAS WILLIAM, Rochdale, Carrier May 21 at 11 15 Townhall, Rochdale
STRANGEWAYS, COLVILLE, Bolton, Civil Service Clerk May 24 at 3 Off Rec, Exchange st, Bolton
SWIFT, MARK WILLIAM, Halton, nr Leeds, Butcher's Manager May 22 at 12 Off Rec, 22, Park row, Leeds
THOMSON, GEORGE, Kingston upon Hull, Clerk May 21 at 11 Off Rec, Trinity House in, Hull
UNSWORTH, WILLIAM, Manchester, Pianoforte Dealer May 23 at 2 30 Off Rec, Byrom st, Manchester
WAIN, CHARLES EDWARD, Bradford, Warehouseman May 22 at 12 Off Rec, 31, Manor row, Bradford
WILSON, JOHN WILLIAM, Bingley, Yorks, Draper May 23 at 11 Off Rec, 31, Manor row, Bradford
YEOMANS, CHARLES, Birmingham, Oyster Dealer May 23 at 12 174, Corporation st, Birmingham

ADJUDICATIONS.

ANKER, GEORGE WILLIAM, Peterborough Works, Engineer Peterborough Pet May 11 Ord May 11
ATTREE, WILLIAM GREGORY, Belvedere, Kent, Dairyman Rochester Pet May 10 Ord May 10
ATTWOOD, JOSEPH, Old Hill, Staffs, Butcher Dudley Pet May 9 Ord May 9
BARRETT, FRANCIS JAMES, Buckfastleigh, Devon, Bootmaker Plymouth Pet May 9 Ord May 9
BILLING, CHARLES, Llangarren, Farmer Leominster Pet May 11 Ord May 11
BINGHAM, ROBERT SYKES, Sheffield, Provision Merchant Sheffield Pet April 26 Ord May 10
BRADLEY, WALTER, Nottingham, Grocer's Assistant Nottingham Pet May 11 Ord May 11
BREAKWELL, GEORGE, Wolverhampton, Hairdresser Wolverhampton Pet May 9 Ord May 9
BROOKSMITH, EDWARD, Wimbledon, Schoolmaster High Court Pet May 10 Ord May 10
BULLEID, JOHN GEORGE LAWRENCE, Bristol, Solicitor Wells Pet May 11 Ord May 11
BURTON, FRANCIS GIFFARD, and ROBERT JOHN BURTON, wincobank, Yorks, Drapers Sheffield Pet May 10 Ord May 10
CASE, JOHN, Brighton Brighton Pet March 22 Ord May 9
CLARKE ROBERT, Old Basford, Nottingham, Coal Miner Nottingham Pet May 9 Ord May 9
CLAYDON, THOMAS, Canterbury, Accountant Canterbury Pet May 10 Ord May 10
COLLINS, FRANK, Portslade, Sussex, Horse Dealer Brighton Pet March 14 Ord May 9
COOLE, ALBERT EDWARD, Cardiff, Grocer Cardiff Pet April 26 Ord May 7
CRIPPS, ALFRED JOHN, Portobello rd, Notting Hill, Jobmaster High Court Pet April 20 Ord May 9
CUNNINGHAM, GEORGE MABON, Middlesborough, Draper's Assistant Middlesborough Pet May 9 Ord May 9
DUNSTER, JOHN E, Staple Hill, Glos, Draper Bristol Pet March 26 Ord May 9
FEATHERSTONHAUGH, CHARLES EDWARD, Newcastle on Tyne, Stock Broker Newcastle on Tyne Pet April 13 Ord May 8
FOWLER, JOHN, Nottingham Nottingham Pet May 9 Ord May 9
FRENCH, THOMAS, Teignmouth, Hay Merchant Exeter Pet May 9 Ord May 9
GLADDEN, EDGAR MANSFIELD, Reading, Plumber Reading Pet April 4 Ord May 9
HARGRAVE, CHARLES, King's rd, Chelsea, Fishmonger High Court Pet May 7 Ord May 10
HOPKINSON, JOSEPH, Gateshead, Hay Merchant Newcastle on Tyne Pet May 9 Ord May 9
HORSLEY, SAMUEL REYNOLDS, King's Lynn, Norfolk, Builder King's Lynn Pet May 11 Ord May 11
INGHAM RUSHTON, Heywood, Butcher Bolton Pet May 9 Ord May 9
JONES, MORGAN, Merthyr Tydfil, Butcher Merthyr Tydfil Pet May 9 Ord May 9
LOCK, WILLIAM HENRY, Penrhiwceiber, Glam, Boot Dealer Pontypridd Pet May 9 Ord May 9
LONGSTAFF, ROBERT, Wolsingham, Durham, Grocer Durham Pet April 25 Ord May 9
LOUDON, FREDERICK, Handsworth, Staffs Birmingham Pet April 16 Ord May 11
MCCATHIE, JOHN, Millman st, Gray's inn rd, Licensed Victualler High Court Pet April 12 Ord May 11
MARKWICK, ARTHUR RICHARD, Addlestone, Surrey, Butcher Kingston, Surrey Pet May 6 Ord May 10
MARTIN, JOHN HENRY, Hanbury, nr Bromsgrove, Warwick, Farmer Worcester Pet May 11 Ord May 11
MASON, GEORGE, Sheffield, Greengrocer Sheffield Pet May 9 Ord May 9
MAUGHAN, WILLIAM, and MATTHEW MAUGHAN, West Hartlepool, Carters Sunderland Pet May 9 Ord May 9
NEAL, DAVID, East Dulwich, Cigar Importer High Court Pet May 3 Ord May 10
REES, WILLIAM, Penclawdd, Glam, Grocer Swansea Pet April 13 Ord May 10
SADLER, WILLIAM ARDEN CROMMELIN, Oxford Oxford Pet May 1 Ord May 9
SIMPSON, RICHARD, Skipton, Yorks, Grocer's Traveller Bradford Pet May 10 Ord May 10
SMITH, JOHN HAMILTON, Pill, Somerset Bristol Pet April 25 Ord May 9
STRAFFEN, EDWARD NAYLOR, Builth Wells, Brecon, Butcher Newtown Pet May 6 Ord May 11
STRAFFORD, JOHN EDWARD, Hollinwood, Lancs, Plumber Oldham Pet May 11 Ord May 11
STRANGEWAYS, COLVILLE, Bolton, Clerk Bolton Pet May 10 Ord May 10
STRINGER, HENRY, New Romney, Kent, Solicitor Hastings Pet April 3 Ord May 10
UNSWORTH WILLIAM, Manchester, Music Seller Manchester Pet May 9 Ord May 10

Amended notice substituted for that published in the London Gazette of April 26:

FORD, WILLIAM HENRY, Goldhawk rd, Shepherd's Bush, Builder St Albans Pet March 15 Ord April 20

ADJUDICATIONS ANNULLED.

CADLE, CATHERINE MARY, Carmarthen, Licensed Victualler Carmarthen Adjud Sept 14, 1899 Annul April 18, 1901
FENTON, EMILY ELIZABETH, Harrogate, Ladies' Outfitter York Adjud Aug 13, 1900 Annul May 7, 1901

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

INCORPORATED LAW SOCIETY.

CLASSES AND TUITION FOR ARTICLED CLERKS.

TUTORS.

J. CARTER HARRISON, 30, Bedford-row, W.C.—Equity, Conveyancing, Common Law, and Bankruptcy.
LEONARD H. WEST, LL.D., Birkbeck Bank-chambers, Chancery-lane, W.C.—Criminal and Magisterial Law; Probate, Divorce, and Admiralty; and Ecclesiastical Law. Stephen's Commentaries.

CLASSES for Final Students are held at the Hall of the Society on four afternoons each week during the following periods: August to January; January to June.

These periods afford five months' class preparation, and students are advised to subscribe for a full course, otherwise the work must necessarily be hurried.

Students may join the classes either before or after the Intermediate Examination without subscribing to the course of Postal instruction, but it is recommended that they should avail themselves of both modes of instruction.

Subscribers to either Class or Postal instruction have the opportunity of consulting the Tutors upon the work of the course in personal interview or by letter at any time.

To those Clerks who are articled at a distance from large towns systematic instruction with advice and help is given, and a course of preparation through the post has been devised, and is found to be useful where personal tuition is impracticable.

Class instruction is also provided on the selected portions of Stephen's Commentaries and the subjects above named, and it is recommended that the classes should be joined after the expiration of a course of Postal instruction. Students can join the classes at any time, the fees being proportionate to the length of attendance, except that no fee shall be less than that for a three months' course.

Rooms are provided where subscribers may study, and books are supplied without extra charge.

Periodical test examinations are held by the Tutors.

The Classes for Intermediate Students are held in the Hall of the Society on three afternoons in each week during the following periods: August to November, October to January, January to April, March to June.

Subscribers may subscribe for successive classes.

Books can be obtained from Messrs. Stevens & Sons, or other law lending library, for an annual subscription of a guinea and a-half to cover the course of work for the Final Examination, and Stephen's Commentaries can be supplied to either Class of Postal Subscribers, at an annual subscription of one guinea, on application to the Tutor, Dr. West.

In the case of students who have not passed the Intermediate Examination the Postal instruction is by means of monthly papers, and deals with the selected portions of Stephen's Commentaries.

For those who have passed the Intermediate Examination instruction is afforded by fortnightly papers, and embraces the following subjects: Equity, Conveyancing, Common Law, Bankruptcy, Criminal and Magisterial Law, Probate, Divorce, Admiralty, and Ecclesiastical Law.

These papers both before and after the Intermediate Examinations are varied each year, so that students who may subscribe for more than one year's tuition receive additional assistance.

These courses may be commenced at any time, but the Tutors recommend that the Intermediate course should be commenced at an early stage of the Articles, and the Final course soon after the Intermediate Examination has been passed.

The results obtained have been satisfactory. Many pupils have obtained honours, and the percentage of passes is a high one, exceeding 85 per cent. of between three and four hundred pupils who last presented themselves for examination. It has happened on several occasions that all Class pupils have been successful, and the same has occurred in the case of subscribers to the Correspondence Courses.

TERMS.

FINAL.

Class Instruction, 5 months	...	...	...	...	...	...	...	...	£9	9	0
,, ,, after previous Postal Instruction	...	...	...	...	...	...	...	...	7	7	0
,, ,, 4 months	...	...	...	...	...	...	...	...	8	8	0
,, ,, after previous Postal Instruction...	...	...	...	...	...	...	...	...	6	6	0
,, ,, 3 months	...	...	...	...	...	...	...	...	7	7	0
,, ,, after previous Postal Instruction...	...	...	...	...	...	...	...	...	5	5	0
Postal Instruction, 2 years	...	...	...	...	...	...	...	...	8	8	0
,, ,, 1 year	...	...	...	...	...	...	...	...	6	6	0

INTERMEDIATE.

Class Instruction, 6 months	...	...	...	...	...	...	...	...	£7	7	0
,, ,, after previous Postal Instruction...	...	...	...	...	...	...	...	...	5	5	0
,, ,, 3 months	...	...	...	...	...	...	...	...	4	4	0
,, ,, after previous Postal Instruction...	...	...	...	...	...	...	...	...	3	3	0
Postal Instruction, 2 years	...	...	...	...	...	...	...	...	6	6	0
,, ,, 12 months	...	...	...	...	...	...	...	...	4	4	0

Articled Clerks may attend the Lectures and Classes given or held in connection with the Inns of Court, under the direction of the Council of Legal Education, upon payment of half the fees payable by other persons not being members of an Inn of Court, the Council of the Incorporated Law Society having agreed with the Council of Legal Education for payment of the remainder. Articled Clerks will also be admitted to the *viva voce* Examinations at the end of each Term.

Articled Clerks may obtain particulars of such Lectures and Classes, and vouchers for Tickets, upon application to the SECRETARY of the Incorporated Law Society.

Cheques and Post Office Orders should be made payable to the SECRETARY, and crossed "Messrs. BARCLAY & Co., LIMITED."

Law Society's Hall, Chancery-lane. June, 1898.

In the Matter of the HIRAM S. MAXIM ELECTRICAL CORPORATION (LIMITED). (In Liquidation).

NOTICE IS HEREBY GIVEN that the Creditors of the above-named Company are required, on or before Saturday, the 25th day of May, 1901, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their Solicitors, if any, to the undersigned Mynardus Devenish, of Warnford-court, in the City of London, the Liquidator of the said Company, and if so required by notice in writing from the said Liquidator are by their Solicitors to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.

Dated this 19th day of April, 1901.

MYNARDUS DEVENISH, Liquidator.